



Request for Proposal

SOLICITATION # 21-58056

CLIENT: NRC- RPPM

PROJECT: Maintenance and Minor Construction Services, Quebec Region; 2 principal sites and 2 optional sites by request

- Royalmount
- Boucherville
- Decelles (optional by request only)
- Saguenay (optional by request only)

PROJECT #:

Date: OCTOBER 2021

Strictly Private and Confidential



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SECTION 1
INTRODUCTION



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1.0 INTRODUCTION

National Research Council of Canada (NRC), through The Real Property Planning and Management Branch (RPPM), is issuing this Request for Proposal (RFP) for the delivery of maintenance and minor construction services to its facilities in the Quebec region which are located at the two (2) main addresses below:

- **6100 Royalmount Avenue in Montreal (Royalmount)**
- **75 Boulevard de Mortagne in Boucherville (Boucherville)**

And at the following two (2) optional on request:

- **2107 Chemin de la Polytechnique in Montréal (Decelles)**
- **501 Boulevard de l'Université Est in Chicoutimi (Saguenay)**

These sites have the following gross areas:

- Royalmount 32 000 square meters
- Boucherville 19 476 square meters
- Decelles 7 717 square meters
- Saguenay 6 000 square meters

Several major research portfolios work in all four (4) sites, namely:

- Human Health Therapeutics Research
- Aquatic and Crop Resources Development
- Energy, Mining and Environmental Research
- Medical Devices
- Automotive and Surface Transportations
- Aerospace

The facilities also have administrative offices and laboratories for tenant companies. The intent of this RFP is to invite companies wishing to provide the services required and described herein to submit proposals for this work.

1. SUMMARY OF REQUIREMENTS

This Section summarizes the requirements for the response and delivery of the Proposal. Proponents must adhere to the requirements that follow.

- a) **Closing Date and time**
(See Buy and Sell Ad cover page)

Complete bid packages will only be accepted via email to:

Carol.cooper@nrc-cnrc.gc.ca

- b) **Primary Contact – Contracting Authority**
(See Buy and Sell Ad Cover Page)

All requests, correspondence, and other communication related to this RFP must be directed via email only to:

Contracting Authority
National Research Council Canada
1200 Montreal Road, Building M-58
Ottawa, Ontario K1A 0R6

- c) **Meetings and Tours**

RPPM has scheduled a Contractor's meeting and tours of the site. Since attendance at the meeting and tours is mandatory, companies wishing to submit a proposal must send a representative to the meeting and site tours scheduled.

Evidence of attendance must be signed by a company representative attending the site visit

The Contractor's meeting and site tour will take place on:

(See Buy and Sell Ad Cover Page)

2. BACKGROUND

1. HISTORY

The National Research Council of Canada is first and foremost a research organization and as such has planned its future on the basis of a renewed commitment to research excellence and

relevance. As a priority, NRC will continue to be a world leader in research fields that are the keys to Canada's knowledge-based economy.

As Canada's foremost R&D agency, NRC is a leader in the development of an innovative, knowledge-based economy through science and engineering. This vision is realized by:

- Being dedicated to excellence in advancing the frontiers of scientific and technological knowledge in areas relevant to Canada;
- Carrying out focused research, in collaboration with industrial, university, and government partners, to develop and exploit key technologies;
- Providing strategic advice and national leadership to integrate key players in Canada's system of innovation; and
- Taking a more aggressive entrepreneurial approach to ensure the transfer of our knowledge and technological achievements to Canadian-based firms.

The Administrative Services and Property Management (RPPM) branch of NRC provides non-research services to Research Facilities and Senior Administrative departments. These services include:

- Engineering and Maintenance,
- Utilities,
- Realty Services,
- Property management,
- Construction,
- Transport,
- Procurement services,
- Material management,
- Conference services,
- Mail

2. RPPM ORGANIZATION

The Real Property Planning and Management services (RPPM) is divided into a number of business units. However, the Facilities Engineering and Maintenance Section is responsible for maintenance operations and construction services.

3. DEFINITION OF TERMS

In this RFP the following definitions apply:

RPPM: Real Property Planning and Management Branch of the National Research Council of Canada

Bid Closing: The time and date of the closing of this Request for Proposal

Buildings: The permanent structures located on the two (2) sites included in this Scope of Work.

Client: The Institutes, Branches, Programs to whom RPPM provides facilities management services.

Construction: Refers to minor Construction services to levels of expenditures outlined in this RFP.

Contract: The contract proper, all of its attachments, appendices and any documents incorporated by reference.

Contracting Authority: The primary contact for the purposes of this RFP.

Contract: The Services Contract resulting from this RFP.

Contractor: The successful Proponent performing the work described in this RFP.

Customer: Real Property Planning and Management (RPPM)

End User (Receiver): The person or organization receiving the services provided by the Contractor.

GST: The Goods and Services tax.

NRC: National Research Council Canada, or the specific Institutes or branches referred to in the context of the document.

Operating hours: Refers to NRC's regular business hours from 8:00 a.m. to 4:00 p.m. Monday to Friday excluding the following Statutory Holidays,

New Year's Day, Good Friday, Easter Monday, Victoria Day, St. Jean Baptiste Day, Canada Day, Labor Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day and NRC December shutdown, usually the period from noon, December 24 to January 2 of each year.

Plant Maintenance Module: The Computerized Maintenance Management System used by RPPM. (PMO)

Property: The properties, buildings or facilities managed, owned or leased by NRC listed in Appendix A

Proponent: An organization submitting a proposal to this RFP.

Purchase Requisition: The document used by RPPM referencing the services/work to be performed on behalf of RPPM by the Contractor.

RFP: This Request for Proposal document and all addenda.

SAP: NRC's Business Enterprise System managing the Financial, Material Management and Human Resources functions.

Services: The services, activities, operations, tasks, duties, work and undertakings of the Contractor and his sub-contractors required to perform such services, but not limited to, the provision of materials, equipment, tools, personnel, the required supervision, consultation and incidental support.

Sub-contractor: Any sub-contractor, supplier, vendor or agent providing services or materials to the Contractor for the purposes of performing the services specified in this RFP.

Terms and conditions: The terms and conditions contained in Appendix C

4. CURRENT SITUATION

The services contained within the scope of this RFP are provided to NRC - RPPM's Facilities Engineering and Maintenance Section. These services include:

- Maintenance and repair of building equipment and systems
- Renovations and minor construction for the Quebec region within NRC facilities

1. Maintenance and Repair

RPPM services currently performs maintenance and repair work using either the use of its in-house staff or an outside Contractor. The maintenance contract services are obtained through various separate Fixed Scope/ Fixed Price Maintenance contracts administered by the RPPM's building coordinators or the Standing Offer Trades Service. The Standing Offer Trade service requirement has a pre-determined hourly rate schedule, which is used for general maintenance, repairs and minor alteration work typically requiring the services of a single trade.

2. Minor Construction and Project Work

RPPM carries out many minor construction and renovation projects each year. The project work typically entails the requirement of multiple trades and services. The scope of work is defined and may or may not be accompanied with drawings. This work is typically tendered by the Contractor seeking a minimum of 3 bids, who in turn provides RPPM services with a written quotation for this work.

5. OBJECTIVE

RPPM has a requirement for a single prime contractor to support and/or deliver a variety of maintenance and minor construction services. The support operation should provide RPPM and NRC with consistent service, desired quality and quantifiable savings.

More specifically the objectives are to:

- Support the operations of NRC in a cost effective manner
- Ensure customer satisfaction
- Ensure compliance with all applicable codes, regulations and standards
- Ensure activities are carried out in an environmentally sound manner and performed in a safe manner

- Ensure responsiveness to changing operational requirements and ensure the quality and reliability of the services provided by the Contractor
- Provide consistent response time for maintenance and repair work
- Simplify and improve communication between Contractors, RPPM and the end-users.

Provide accurate, timely cost and progress reports to RPPM and the end users.

6. STRATEGY

To accomplish the objective outlined above, RPPM is proceeding with the following strategies:

RPPM has identified a selected group of Fixed Scope/ Fixed Price Maintenance Service Contracts. The Building coordinator may choose to receive the services either through this contract on an “as and when needed” basis or through other specialized Contractors.

RPPM has many routine maintenance tasks. The building coordinator will communicate with the Contractor’s designated site supervisor regarding all routine maintenance services issues.

RPPM requires the Contractor personnel to be capable of providing emergency and non-emergency maintenance and repair services and to be available as required. These services will be requested on an “as and when needed” basis at the quoted hourly rates.

RPPM will provide the Contractor with small projects and repair work based on quoted hourly rates, materials and quoted mark-ups. Refer to appendix B for the estimation of yearly hours and the required trades.

SECTION 2
INSTRUCTIONS TO BIDDERS

2.0 INSTRUCTIONS TO BIDDERS

1. PROPOSAL PROCESS AND SCHEDULE OF ACTIVITIES

1. Notification of Intention to Bid

The Proponent shall inform the Contracting Authority in writing of its intention to provide a bid. This must be received prior to the closing date.

2. Closing of Bid

All proposal documentation **must** be received via email only by the closing date and time. **LATE PROPOSALS WILL NOT BE ACCEPTED**

UNDER ANY CONDITIONS. Late proposals will be returned to the Proponent, unopened. It is the sole responsibility of each Proponent to ensure that its proposal is delivered to the proper place prior to the bid closing

3. Submission of Proposal Documents

You are invited to submit **one** electronic Technical Proposal and **one** electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Proposal. One attachment **must** be clearly marked 'Technical Proposal' and the other attachment **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified.

Proponents must state in the proposal that the proposal conditions and pricing are valid for 90 days following the Bid Closing Date.

4. Contractor's Meeting

RPPM has scheduled a meeting to discuss the RFP, proposal submissions, site conditions, and to respond to questions.

Attendance at the Contractor's meeting is mandatory for a

Proponent wishing to submit a bid.

5. Mandatory Site Visit

Proponents will be given the opportunity to examine the facility where regular maintenance and minor construction work is required.

6. RFP Questions and Verbal Comments

The Proponent shall not rely on any non-written information and communication.

All questions related to this RFP must be in writing. RPPM reserves the right not to respond to all questions. RPPM will only respond to questions related to this RFP that is received ten (10) calendar days prior to closing of this RFP. All addressed questions and answers will be distributed to all competing Proponents. The Proponent who initiates the question will not be identified.

All questions related to this RFP must be addressed to the Contracting Authority. Responses to questions will be provided by this contact only. Any attempt to secure information or solicit answers to questions from a source other than the Contracting Authority will result in the Proponent being disqualified from this RFP process.

7. Proponent's Responsibility

In cases where the Proponent encounters discrepancies in the RFP documentation or other documentation supplied as part of this project, it is the Proponent's responsibility to bring this discrepancy to the attention of the Contracting Authority should the Proponent require clarification. RPPM reserves the right to apply the most stringent of any disparate comments or documentation.

8. Addenda

Proponents will be advised in writing by Addenda of required additions to, deletions from, or changes to the requirements of the

RFP. All addenda shall form an integral part of this proposal and subsequent contract. The Proponent shall provide in the proposal, acknowledgement of receipt of all addenda.

Addenda will not be issued later than seven (7) calendar days prior to the closing date of this RFP.

9. Proposal Preparation Costs

The National Research Council shall not be responsible for any costs incurred by any Proponent, related directly or indirectly to the preparation and submission of a response. NRC accepts no liability of any kind to a respondent unless and until there is a contract in force. All proposal documentation becomes the property of NRC upon Bid Closing.

10. Incomplete Proposals

As further described herein, there are a number of mandatory documents, which must be submitted as part of the proposal. Proponents should note all references to mandatory requirements that may represent grounds for disqualification. These mandatory requirements shall accompany the proposal. Failure to provide mandatory information will result in disqualification.

NRC will not be responsible for any information that does not accompany the original submission.

Facsimile (fax) documentation intended to be all or part of the proposal will not be accepted.

11. Non-Collusion

In participating in this RFP, the Proponents will not discuss or communicate, directly or indirectly, with any other Proponent or any agent or representative thereof, during the preparation of their proposals. Each Proponent's Proposal shall be submitted without any connection, knowledge, comparison of figures or arrangements with any Proponent or any agent or representative thereof and each Proponent will be responsible for ensuring that its

participation in this process is conducted fairly and without collusion or fraud.

12. Conflict of Interest

The Proponent shall represent and covenant that it has no financial interest in any third-party business that might affect its objectivity in providing the services that are the subject of this RFP.

The Proponent shall represent and covenant that no bribe, gift, benefit or other inducement has been or will be paid, given, promised, or offered directly or indirectly to any official or employees of NRC or to a member of the family of such a person, with a view to influencing this RFP.

13. Access to Information Act

All documents submitted to The National Research Council become the property of The National Research Council. They will be received and held in confidence by NRC in accordance with the Access to Information Act.

The National Research Council is subject to the Access to Information Act. The Proponent should identify any information or records which it is providing in its response to this RFP that constitutes trade secrets, which are supplied in confidence, and the release of which could significantly harm its competitive position. Under the Access to Information Act, NRC may be required to release information and/or records that do not fall into the categories above.

14. Withdrawal of Proposals

Any Proponent may withdraw its proposal by means of a written request signed by an authorized representative of the Proponent. Such request must be delivered to the Contracting Authority prior to the Bid Closing.

15. RPPM's right to cancel the RFP

RPPM retains the right to cancel this RFP in whole or in part at no cost or penalty to RPPM with 15 days written notice to the

Contractor. No reason need be given for such cancellation.

16. Award of Contract

After RPRPPM completes the evaluation of the Proposals, it will enter into negotiations with the successful Proponent. The Project will be awarded by written notification to the Proponent submitting the best overall proposal as described according to the methods described in Section 4.0.

RPPM will inform the proponents of the successful bid, within 30 days of Bid Closing. In the case that an agreement is not successfully executed as provided, RPPM may at its sole discretion disqualify that Proponent and award the Project to another Proponent. RPM reserves the right to reject any or all proposals without any obligation or any reimbursement to the Proponents.

17. Contract

This RFP, addenda, and the Proponent's Proposal will form part of the contract between the Contractor and NRC. As a result of negotiations and clarification, additional documents may be appended to these documents to be included in the contract package.

18. Term of Contract

a) The period of this Contract will commence, **January 1st, 2022 and end on December 31st, 2023** with an option to renew at NRC's discretion for one additional one-year terms, subject to satisfactory performance and conditional that the maximum contract amount limit has not been reached.

b) NRC is not obliged to exercise the option year. The exercise of any option year will be at NRC's sole discretion by providing notification in writing to the Contractor at least 30 days prior to the Contract expiry date or the expiry date of an exercised option period.

2. BID AND PERFORMANCE SECURITIES

1. Bid Security

Bid Security is required and must be submitted in one of the following forms:

- i) Bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; or
- ii) A bid bond

Regardless of the type of bid security submitted, it must be in the amount of \$250,000 (two hundred fifty thousand dollars).

Bid security shall accompany each RFP. Bid security must be in the ORIGINAL form. Fax or photocopies are NOT acceptable. FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.

If the RFP submission is not successful, the Bid Security shall be returned to the tenderer.

See **Appendix C** for a list of Insurance Companies whose bonds may be accepted as security by the GOVERNMENT OF CANADA.

2. Performance Bond

Upon notification of acceptance of a Proponent's Proposal, the Proponent shall furnish, at his own cost a mandatory security (a performance bond) for the due performance and fulfilment of the contract. The amount to be provided will be finalized during contract negotiations. Proponents must provide evidence in their submission that they currently have the financial resources to provide a performance bond for \$500,000.

It is **mandatory** the Proponents submit with their Proposal a "Consent of Performance Surety Bonding" agreeing to issue a contract performance bond, in accordance with the description above. A copy of this Form is found in **Appendix C**.

Such surety shall remain in place until final and complete delivery

by the Proponent of all items required in this RFP.

3. Evidence of Insurance

The Proponent must show a proof of liability insurance of two million dollars (\$2,000,000.00) at the time of tender. At the time of contract signing the proponent must provide comprehensive and commercial general liability insurance in the amount of not less than five million dollars (\$5,000,000) per occurrence, for the full term of the Contract. Evidence may be in the form of a copy of a current insurance certificate for the same or greater value stipulated herein. **Proponents shall use the Form provided in Appendix C.** Evidence of insurance shall be for the full term of the contract period.

SECTION 3
SCOPE OF WORK

3.0 SCOPE OF WORK

1. LOCATION OF WORK

The work to be done by the contractor under this contract will be mainly at the Montreal-Royalmount and Boucherville sites. There may be occasionally work required on an “as and when” needed basis at the Montreal-Decelles and Saguenay facilities if the contractor is willing and able. Working on the other sites is not a mandatory requirement.

2. WORK INCLUDED IN SCOPE OF WORK

Included in the scope of work are maintenance and repair of building systems and equipment, and some minor construction and project work up to \$50,000 (QST & GST included) in value.

3. WORK EXCLUDED FROM SCOPE OF WORK

The Contractor will be required to liaise with and work alongside RPPM staff that are now and will continue to perform a wide variety of tasks at all NRC sites. Additionally, the following work excluded from the project scope of work will continue to be performed or managed by RPPM staff.

Work thus excluded from the scope of work of this contract includes:

- All Fixed Scope/Fixed Price Maintenance Service Contracts.
- All building cleaning services, including household and hazardous waste removal services.
- Snow removal services with the exception of manual clearing of emergency exit routes. Ad hoc request when parking lots are slippery.
- All landscaping services
- Construction Projects valued in excess of \$50,000. These projects will be tendered by NRC.
- Elevator Service Maintenance and Licensing.

- Locksmith and re-keying responsibilities.
- Electrical sub-station maintenance and inspection.
- Fire protection maintenance system
- Building monitoring maintenance system
- Access card and camera maintenance system
- Pest control.

This list is intended to be a guide for the Contractor and is not to be taken as complete or all-inclusive. The contractor could be asked to provide a service excluded from the scope of work.

4. OVERVIEW OF NRC'S BUILDING AND PROPERTY PORTFOLIO

Property and Buildings

The Contractor will provide services at the Montreal-Royalmount location in the Quebec Region and Boucherville site.

Upon request services: Montréal-Decelles and Saguenay sites.

5. CONTRACTOR RESPONSIBILITIES

General Requirements

1. The Contractor is responsible for providing maintenance and minor construction services as described within the RFP. The Contractor is occasionally expected to work alongside with RPPM staff that will be performing many equivalent tasks.

In all, the Contractor is expected to supervise all work provided and respect NRC operating hours.

The consolidation of Maintenance, Repair and Renovation into a single contract and issued to one Contractor is intended to provide the Contractor with a substantial quantity of steady work not exceeding the estimated yearly figures described in the **appendix B**. This should result in savings to RPPM through:

- Improved efficiencies,
- Increased flexibility of service to our clients, and
- Improved response time.

The conditions, materials, tasks, frequencies, personnel qualifications, reporting, response times, and quality as described shall be taken by the Contractor as a starting point for services provided under this contract. In ANY case where the Contractor wishes to deviate from these conditions, such deviation must be clearly identified and explained in the proposal.

If such deviations are not considered acceptable by RPPM and the Contractor has not offered alternate solutions that are acceptable, the Contractor will be penalized in the evaluation process. RPPM will accept alternate solutions where the solutions result in improved service/cost ratio, providing that health and safety, service, and asset value are not compromised.

2. The Contractor shall perform these services using the same or equivalent materials currently used and delineated in the existing contracts and RPPM specifications. All work and site conditions are to be as described in this document. The potential Contractor may verify the work and site conditions during the site tours and bidders conference.
1. The Contractor must abide by NRC operating hours as identified in Section 1.4, including all statutory holidays and the Christmas shut-down period.

The regular work schedule of the maintenance personnel will be 8:00 a.m. to 4:00 p.m. Monday to Friday, for a total of 40 hours of work a week. Employees will be given an unpaid half-hour break for lunch and two paid 15-minute breaks. NRC reserves the right to change the employees' work schedule during the winter in order to facilitate snow removal. If an employee is absent from work and is not replaced, the hours he or she is away will not be billable. Given two weeks' notice of an employee's absence, RPPM requires the Contractor to find a replacement for the entirety of the employees absence.

4. **RPPM** will act as the “**Site Operations supervisor**” and will liaise with representatives from the Customer/ research center to develop program requirements and convert these requirements into an appropriate design or a defined scope of work for the project.
5. RPPM will then liaise with the **Contractor**, who will act as the **Construction/Contracts Manager**, before, during and after the project is completed to ensure that the project is on schedule, on budget, and that the needs of the project definition are met. Since most of the work involves renovations to occupied buildings, a high level of co-ordination is required with the occupants and maintenance staff to ensure minimal disruptions to continuing activities. RPPM Contract Coordinators/Administrators will provide this liaison.

6. OVERALL CONTRACT MANAGEMENT

1. The Contractor will be responsible for providing all labor and materials for maintenance and repair as well as minor renovation work as outlined in the RFP. In certain circumstances, RPPM may, at its discretion, provide specialty materials or equipment to the contractor who shall take responsibility for their appropriate use by its employees and maintenance in good order. The tools and equipment provided by NRC for the regular maintenance personnel are listed in **appendix A Table 1**. The Contractor must sign the loan agreement in **appendix C8 Form**.
2. RPPM will assist the Contractor in obtaining any required documents deemed necessary by the Contractor pertaining to the services specified within this RFP.
3. The Contractor must establish an organization that will support and manage the facilities maintenance and minor construction services and assume responsibility for the provision of specified services and support of the specified equipment, services and facilities.
4. With respect to issues or problems encountered pertaining to the provision of services specified within the RFP, the Contract Project

Director must interface directly with the RPPM Project Authority to resolve any or all issues and authorize changes to the level of service specified.

5. Sub-Contracting

- a) The Contractor shall describe those trades and services, which shall be sub-contracted to other organizations. Any trades not so described shall be assumed to be provided by the Contractor's own staff.
- b) Every Sub-Contractor entered into by the Contractor shall adopt all the terms and conditions of this contract as applicable to the Sub-Contractor's work.
- c) The Contractor shall not, without the written consent of the RPPM Project Authority, change a Sub-Contractor once he has been approved to perform work identified under this contract.
- d) The Contractor shall be held fully responsible to RPPM for the acts and omissions of his Sub-Contractor's or vendors and or persons directly or indirectly employed by them.
- e) Nothing contained in their contract documents shall create any contractual relationship between any Sub-Contractor or vendor and NRC.

6. Extra services

RPPM may request from time to time, in addition to the regular services specified in **Appendix B**, extra services from the Contractor. The Contractor shall supply separate invoices for such service identifying the scope of work, authorization, location, date performed and hours required. The Contractor shall invoice for such service at the cost of labor, fringe benefits and overhead at the same percentage as the basic contract plus a fixed percentage of profit.

7. FIXED SCOPE/FIXED PRICE MAINTENANCE SERVICE CONTRACTS

The Contractor is not responsible for providing the Fixed Scope/ Fixed Price Maintenance Service Contracts, but NRC may request the contractor

on occasion to provide some of these services as an Extra Service.

These service contracts encompass a wide range of building systems and equipment that are defined in their scope, which are primarily intended for the performance of specific preventive and corrective maintenance work.

8. STANDING OFFER WORK

The Contractor shall perform maintenance and repair work for trades/services identified in **Appendix B** and requested for by RPPM. RPPM may use either SAP to raise an internal order or provide the Contractor with a purchase requisition to authorize the Contractor to proceed with the work, subject to the financial limitations described in Sub-Section 3.18.

Maintenance, repair work and alteration work encompasses all work required as a result of system failure, breakdown, or that which is necessary due to wear and tear.

9. MINOR CONSTRUCTION PROJECTS

It should be noted that RPPM reserves the right to tender work under the \$50,000 value or work that may require a specialty Contractor. RPPM will issue a purchase requisition to authorize the Contractor to proceed with this work. There may be a large amount of this work, however, the workload varies depending on time of year, budget restrictions, etc.

10. MATERIALS

1. Unless otherwise specified, all materials, plant and equipment supplied for the work shall be of the best quality and shall have the maximum possible Canadian content. All materials must meet or exceed current CSA standards.
2. All materials and equipment shall be applied or installed in strict accordance with the original manufacturer's recommendations.
3. Unless otherwise specified, NRC will supply no materials, plant equipment and tools.
4. The Contractor shall maintain a minimum inventory of maintenance

materials and parts.

5. NRC is committed to using materials and goods that are less harmful to the overall environment. NRC would encourage the Proponents to utilize materials or products which are more environmentally friendly which may take several forms such as having a high recyclable content, produce fewer pollutants during the course of its operation or consumption, consumes less material resources during its fabrication, etc.

11.WARRANTIES

1. Certain equipment may, at the time of award of this contract, be subject to various warranties offered by the original installing Contractor and/or his supplier. It will be the Contractor's responsibility to obtain all pertinent information in regard to all applicable warranties
2. The Contractor shall perform all the necessary preventive maintenance as identified to ensure the validity of the warranties.
3. It shall be the Contractor's responsibility to act on behalf of RPPM to ensure that any allowable claim resulting from un-expired warranties are correctly dealt with and that RPPM is informed before any remedial work is actioned.
4. For new installations, the Contractor must submit with his invoice to RPPM, copies of all manufacturers' warranties and maintenance manuals.
5. The Contractor shall warranty all labor and materials used on any work executed by him or his assigned Sub-Contractors during the term of his contract for a period of one (1) year from the date of completion of the specific item of work.

12.CERTIFICATES, CODES, REGULATIONS AND STANDARDS

1. The Contractor shall become fully acquainted with all Federal, Provincial, Municipal and other by-laws, codes or regulations relating to the work herein described and shall comply with them without extra compensation of any type.

2. During any inspection or maintenance of equipment or facility, the Contractor should monitor and check for unsafe conditions in a building and report back to the RPPM Project Authority of any building alteration, additions, changes of partitions, relocation of materials or equipment changes in ventilation systems, changes in occupancy that may have an implication or resulted in a violation of any applicable code, regulation or by-law.

13. HEALTH, SAFETY AND PROTECTION

1. The Contractor shall comply with all Acts and Regulations, ordinances, codes, standards and rules relating to the provisions of services as described within the RFP.
2. The Contractor shall implement a comprehensive health and safety program that meets Quebec's Occupational Health and Safety Act requirements, including, but not limited to, written safe work practices, policies and procedures, workplace inspections, the provision of supervision and training of all workers and the investigation and reporting of all workplace incidents.
3. The Contractor shall continuously protect NRC property from damage, injury or loss arising in connection with this Contract. The Contractor shall make good at its expense any damage, injury or loss to the property. Provided the Contractor has taken reasonable precautions, the Contractor shall not be responsible for any such damage which may be directly caused by NRC's employees or its agents.
4. In the event that any system or equipment appears to be unsafe, the Contractor shall take interim remedial action and immediately notify the RPPM Project Authority and remain at the site until steps have been taken to protect the public and occupants from the hazard or condition.
5. The Contractor shall inform the RPPM Project Authority and confirm in writing of any hazards, malfunctions or unsafe conditions, and state how they were resolved or what remedial action was taken.
6. The Contractor shall be totally responsible for all damages caused in a

NRC facility, its systems, equipment and contents which may occur during the work of this contract, where such damage or injury results from the improper or inappropriate use or operation of equipment or materials, from negligent acts, carelessness, incompetent acts, faults or omissions of the Contractor or any of his assigned Sub-Contractors. Damage shall be made good with new materials as required to match the existing work, in kind, quality and workmanship to the satisfaction of the RPPM Project Authority with all associated costs paid by the Contractor.

7. The Contractor shall comply with the NRC, la Commission des normes, de l'équité, de la santé et de la sécurité du travail (the CNESST) and the local fire department regulations as well as keep the premises free from rubbish and debris of all kind.
8. Proponents are required to submit with their proposals details of their Health and Safety Program, including how often training is provided, by whom, in what format and topics covered such as:
 - Safe workplace habits/practices,
 - Electrical safety,
 - Housekeeping,
 - Confined space entry,
 - Fall arrest,
 - Lock-out/Tag-out
 - Workplace Hazardous Information Management System (WHIMS) and Recognizing hazards,
 - The use of specialty equipment, signs, barriers or other devices to protect the workers, NRC staff, the public and equipment.
9. The Contractor must describe his Occupational Health and Safety plan that he will have in place for his own forces and for those of the assigned Sub-Contractors who will be performing work under this Contract. **The Contractor will provide proof of training every 6 months for all their employees.**

10. All equipment must be CSA or approved by the Electrical Safety Authority and shall be of a size and type suitable for the work required.
11. The Contractor must demonstrate that he is knowledgeable of and will abide by the provisions of all legislative enactment's (both provincial and federal), occupational health and safety by-laws and regulations in regard to safety in the Province of Quebec.

14. WORKPLACE SAFETY INSURANCE

1. The successful Proponent shall submit to RPPM at the time of entering into the Contract, within seven days after so being notified, and every sixty days thereafter, a certificate of clearance from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)" . Such clearance certificates shall indicate that the Proponent and any prior approved sub-contractor(s) have complied with the requirements of the WSIB (Workplace, Safety and Insurance Board) and are in good standing in the books of the commission. Coverage must be maintained throughout the contract period.
2. RPPM may, at any time during the performance or upon completion of the Contract, require a further declaration that all such assessments or compensations have been paid.

15. OCCUPATIONAL HEALTH AND SAFETY ACT

Proponents shall note that should the provisions of the "Occupational Health and Safety Act" apply to the services to be provided under a contract resulting from the RFP, all of the responsibilities and obligations imposed upon the "Owner" under this Act must be assumed by the Contractor and/or sub- contractor(s). All costs for services/materials required to fulfil these obligations shall be assumed to be included in the contract price. Should NRC become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities where so warranted, work could be suspended or indeed terminated without cost to NRC.

16.INSPECTION AND VERIFICATION OF THE WORK

1. Inspections of all or part of the Contractor's activities will be performed by the RPPM Project Authority on a regular basis.
2. The inspections will focus on the effectiveness, the quality and the reliability of the service provided as well as on the adherence to applicable regulations, specifications, standards and procedures.
3. Should the inspection reveal any deficiency or abnormal condition of the work or service, the Contractor, and if needed, the Sub-Contractor shall attend the site to demonstrate the quality of the work and/or performance of the equipment or system to the satisfaction of the RPPM Project Authority.
4. Any work or service that has been rejected as failing to conform to the Contract requirements shall be promptly replaced, repaired, or re-executed by the Contractor to the satisfaction of the RPPM Project Authority.
5. Bi-monthly review meetings will be scheduled, and will be used to discuss work status and performance related issues, provide feedback to the Contractor, review work schedules, suggest remedial action and monitor the overall performance of the contract so as to meet RPPM's standards and expectations.

17.PERSONNEL REQUIREMENTS AND QUALIFICATIONS

General Requirements

1. The Contractor shall include the supply of all-necessary staff, Sub-Contractors and vendors applicable to the work required, for the full term of this contract.
2. The Contractor shall designate Site Administration Personnel, Project Director, Project Manager(s) and Site Supervisor(s) who shall fulfil the duties as described here in.
3. The Contractor shall provide all necessary supervision, administration, support, assistance and control for his own staff, vendors, and those of his Sub-Contractors.

4. The Contractor is responsible to pre-plan, organize and schedule the work in advance for his own staff and any Sub-Contractors to regulate and cross-utilize the resources to meet the needs and to achieve cost-effective operations and maintenance.
5. All work shall be performed and completed by capable tradesmen experienced in such work and possessing all applicable certificates and licenses.
6. The Contractor shall, at the request from the RPPM Project Authority, remove from the work site, as well may require any Sub-Contractor to remove from the work site any person(s) employed on the work site, who in the opinion of RPPM Project Authority are either incompetent or have been conducting themselves improperly and the Contractor or his Sub-Contractor shall not permit a person he removes to return to the work site.
7. The Contractor's staff, as well as any staff from his Sub-Contractor's must report to the Contractor's designated site supervisor each day, **and sign in and out at the security desk at all times.**
8. **Minimum Trade Qualifications**
 - Minimum five (5) years field related pertinent experience in the Construction Industry and possession of applicable certificate or licenses in a recognized trade according to Provincial Standards.
 - For services requested for an Apprentice, he/she must be a 3rd year Apprentice in a recognized Apprenticeship program.
 - Non-licensed trades (i.e. movers, rigging crew, and overhead doors) must have a minimum five (5) years combination of training and experience in the related field. For non-licensed trades the Contractor must submit proof of prior experiences to perform this type of work (minimum of 3 references).
9. **Essential Skills and Knowledge**
 - Experience in the operation and maintenance of building systems, components and facilities i.e. HVAC System,

Electrical Distribution, Life Safety Systems and all other Building Systems and Equipment.

- Diagnostic ability, the ability to analyze and trouble shoot equipment and system malfunctions and determine causes of unsatisfactory operation and be able to recommend corrective action.
- Ability to work from drawings/sketches, specifications, manufacturer's operating and maintenance manuals and ability to formulate estimates for corrective work, alterations and minor construction work.
- Ability to communicate effectively with RPPM and to assess tenant and environmental requirements.

10. Project Director

1. The Contractor shall provide a competent Project Director who must be capable of providing skillful, efficient administration and co-ordination of this contract.
2. The Project Director shall represent and be in full charge of the operation of the Contractor in the performance of the Contract and shall be authorized to accept any notice, amendment decision or direction and any other communication on behalf of the Contractor.
3. The Project Director shall be responsible for organizing and submitting monthly performance reports, QA reports and any other information required by the RPPM Project Authority.
4. The Project Director must have relevant experience in projects of similar size, scope and complexity to meet the requirements as described in this RFP. The Proposed Project Director should have as a minimum 10 (ten) year's experience in a project management/managerial capacity in similar operations and at least 15 (fifteen) years in overall work experience. Submit a detailed CV of the proposed Project Director and describe the proposed Project Director's role and responsibilities, include an

organizational chart indicating relationships.

11. Project Manager(s)

1. The Contractor shall provide a competent project manager(s) who must be capable of providing efficient administration and coordination of the various project work. The Project Manager must be familiar with all the facets of multi-function project management as demonstrated through his work history.
2. The Project Manager must be authorized to schedule and coordinate the work of the Contractor's own staff and any Sub-Contractors' performing work within NRC's facilities and to communicate with RPPM on activities related to each project work
- 3 The proposed Project Manager(s) should have relevant experience in projects of similar size, scope and complexity to meet the requirements described in this RFP. The proposed Project Manager(s) should have at least 10 (ten) years' experience in a project/construction management capacity in similar operations and at least 15 (fifteen) years overall work experience.
4. The Contractor must submit a detailed CV describing the proposed Project Manager(s) work history, his role throughout this contract such as client interaction, accounting and reporting procedures, quality assurance and the interfaces with other sections of the contracted out services.

12. Site Supervisor(s) (Foreman)

1. The Contractor shall assign and designate a Site Supervisor, who will be fully authorized on his behalf, to supervise, coordinate and schedule the work of the Contractor's own staff and any Sub-Contractors' performing work within NRC's facilities, and to communicate with RPPM on activities related to the contract.
2. The s supervisor(s) shall be responsible for organizing, coordinating and scheduling the services identified under the Fixed Scope/Fix Price Service, maintaining schedules, conducting inspections, generally supervising the work on a day- to-day basis

and shall attend regular meetings regarding the operations and maintenance of the work in any NRC facilities.

3. The supervisor(s) should have at least 5 (five) years' experience in similar maintenance management operations and 10 (ten) years overall work experience. The Site Supervisor(s) must be familiar with all facets of facilities, equipment maintenance and operations, maintenance planning and inspections, urgent or emergency response and any associated training.
4. The Contractor must submit a detailed CV describing the proposed Site Supervisor(s) work history, his role throughout this contract, client interaction, accounting and reporting procedures and the other interfaces with other sections of the contracted out services.
5. The Site Supervisor(s) shall be responsible for submitting all inspection or test reports, Hydro inspection certificates; Halocarbon reports and any other information that may be required from the RPPM Project Authority.

18. FINANCIAL LIMITATIONS

In order to maintain an acceptable level of financial control and responsibility, RPPM requires that work and project bidding shall be subject to the following constraints. These constraints are valid for self-performed work as well as work subcontracted out.

For all requested work not defined in the Fixed Scope/ Fixed Price portion of the contract, the Contractor shall provide a total cost based on the defined scope of work, using labor rates established in the Contract, and material costs and mark-ups as per the Contract. The Contractor will be provided with written authorization to perform the work.

Call-ups for Standing Offer or individual services (single-trades) will be limited to \$10,000 (taxes included) per work request.

Call-ups for Minor Construction or project work that require multiple services (multi-trades) will be limited to \$50,000 (including QST & GST) per work request.

19. INVOICING REQUIREMENTS

1. The Contractor and the RPPM Project Authority shall agree on a day at the first week of each month in which the Contractor will submit a proper progress bill for approval and invoicing of the prior month.
2. The RPPM Project Authority must countersign that the work has been completed, or why it has not been approved.
3. No changes to the Contract price will be processed until a written change order and contract amendment has been issued by RPPM.
4. RPPM reserves the right to hold back any payment if in the opinion of the RPPM Project Authority the Contractor has failed to comply with the contract requirements, or the service inspection reports have not been forwarded correctly, properly completed or signed as required.
5. RPPM will, within ten (10) days of receipt of a Progress billing, certify the account for payment. RPPM will advise the Contractor promptly in writing of amendments made to the progress billing or indicate why it is not approved.
6. RPPM, no later than thirty (30) days of the date of the approved progress billing certification, will make payment to the Contractor in the amount certified.
7. RPPM requires that all chargeable work done by the Contractor be individually documented for invoicing purposes. Each charge must be provided with backup that includes but is not limited to:
 - Contract number;
 - Name of the site;
 - Internal order number or Purchase Requisition;
 - Description of work;
 - Breakdown of costs, labor, materials and quoted mark-ups by service;
 - Approval, by appropriate RPPM receiver;
 - Date of completion or;

- Percentage complete;
- Amount;
- Billing month.

Invoices that combine a number of different projects or standing offer work must be accompanied by the documentation for each item along with all requisite approvals for each work item.

For Fixed Scope/Fixed Price Maintenance Service Contracts, RPPM will only request the Contractor for work to be performed on a “as and when” needed basis. The Contractor must provide evidence of such work having been completed along with the invoices for the work. This will take the form of completed inspection reports or test results from the Contractor.

All invoices shall indicate the site where the work was performed for projects as well as for Fixed Scope/Fixed Price Maintenance Service Contracts.

20. SECURITY

Security Screening

1. The Contractor shall carry out criminal background checks on all his in-house personnel that will work on NRC premises prior to putting forth the individuals name to NRC for security screening purposes. The proponent must provide proof of this check as requested by NRC.
2. The Contractor must provide a list of all personnel to be employed to execute work to be provided under this Contract with personal data for security screening purposes. Such security could include finger printing (when required) and will be security cleared to “enhanced level”.
3. Only the employees who are security cleared will be permitted to work on the NRC premises.
4. The Contractor must provide to the RPPM Project Authority on a quarterly basis, updated and accurate lists of its employees and sub-contractors requiring access to the work sites. In the event the Contractor fails to comply with this subsection, the RPPM Project Authority may withhold payment from the Proponent until there is such compliance.

5. The RPPM Project Authority shall have the right to have any of the Contractors employees or sub-contractors removed from any of the sites for security reasons, notwithstanding the results or status of any security screening with respect to such employee(s).
6. NRC shall not be responsible for any costs to the Contractor of any kind or nature which may arise from the exercise mentioned in subsection 3.20.1.

Security Requirements

1. Only those employees identified by the Contractor and meet the conditions specified in this contract will be allowed access to NRC facilities. No other persons accompanying employees will be allowed into a building.
2. The Contractor's staff must report abnormalities to the NRC Security
3. All personnel will be photographed and issued an identification card which they must wear in a visible manner at all times.
4. All ID or access cards entrusted to the Contractor must be full protected and returned to the RPPM Project Authority upon completion or termination of this Contract or upon termination of employment. Stolen, broken or lost ID or access cards must be reported immediately to the RPPM Project Authority.
5. If a Contractor's employee opens a window, he/she must ensure it is closed and locked before leaving the premises. All doors to rooms, private or general offices, etc. which need to be unlocked must be locked after the performance of their work.

21. BUILDING KEYS

1. Building keys can be issued to the Project Director as required for each building and they must be signed in and out each day. All keys must be returned at the end of the day and stored in a designated location satisfactory to the RPPM Project Authority.
2. The Project Director shall ensure all keys issued are protected from loss and/or copying.
3. The Contractor shall not duplicate keys supplied by NRC.

22. COMMUNICATIONS

1. The successful Contractor shall establish an open line of communication that is effective in keeping a good rapport with all involved in this Contract.
2. The Project Director, Project Managers, the Site Supervisors, along with some key personnel must either be equipped with a pager or a cell phone (c/w voicemail) so they may be contacted immediately at any time.
3. The Contractor's Project Manager(s) and Site Supervisor(s) must meet monthly with the RPPM Project Authority to discuss performance related issues, work schedules and submit the required reports. All reports, records and log sheets submitted must be signed and approved by the Project Manager and Site Supervisor.
4. The Contractor must identify a contact number (accessible 24 hours a day) which must be available after normal hours of work and ensure a quick response to emergency and/or service calls.

23. TRANSPORTATION

If necessary, the contractor shall be responsible for the transportation of its supplies, equipment and/or personnel between the different facilities.

24. UNIFORMS

1. All of the Contractor's personnel working under this Contract on NRC premises shall be suitably uniformed.
2. All personnel shall wear a clean uniform as follows:
 - Industrial type matching shirt and trousers, coveralls or smocks. The company name, logo or crest must be clearly visible on the uniform.
3. It is mandatory that all on-site personnel be visibly identifiable.
4. All personnel must wear their Photo Identification Card in a visible manner.

25. RPPM RESPONSIBILITIES

1. RPPM will provide the following services and amenities to enable the Contractor to perform the work efficiently and effectively. These will be provided at no cost to the Contractor except as noted further. The Contractor shall not use these services and amenities to provide services to any other party without express written consent from RPPM.
2. RPPM will supply power, lighting, a telephone and monthly cleaning services appropriate for the space allocated to the contractor's personnel.
3. The Contractor must not list, publicize or use in any fashion, for business purposes the address of a building leased or owned by the Government of Canada.
4. National Research Council of Canada shall not be responsible for damage to the Contractor's supplies, material or equipment in the building nor to the Contractor's employees' personal belongings brought into the building.
5. RPPM will provide parking spots to be used by the Contractor.

26. RPPM's MAINTENANCE MANAGEMENT SYSTEM (PMO)

1. If permitted, the Contractor might have controlled access to RPPM's computerized maintenance management system, "SAP – Plant Maintenance Module".
2. The designated facility supervisor might be required to establish, support and operate the SAP – Plant Maintenance Module.
3. RPPM will provide the required training for the Contractor to be familiar with the complete range of the PMO applications in accordance with its intent and functionality (such as accessing).
4. The Contractor will be responsible to collaborate with RPPM building coordinators for entering preventive or corrective maintenance inspection information and any other historical information into the system for the service contracts that he is responsible for. This would include the scheduling of the preventive maintenance tasks (work routines) and activities, inputting maintenance data, equipment and

parts inventory, time and material information and other maintenance activity items; creating and printing work orders, schedules, reports, historical data, etc.

5. This objective will allow RPPM and the Contractor to track work that is carried out in the buildings either serviced or maintained by the Contractor.

27. SERVICE LEVELS – GENERAL

The RPPM Facilities Engineering and Facilities Maintenance units have developed a comprehensive set of **Quality Standards and Procedures** for project-oriented work that will be used to monitor the levels of service provided to NRC.

The Service Levels defined in this RFP are intended to provide RPPM and the Contractor with a standard method for measuring the service provided and consequently the performance of the Contractor. The Service Level measurement will ensure that both RPPM and the Contractor have the same perception of the service being provided. Service Level Measurements will provide RPPM with timely management information to maintain control and to ensure that Services being provided are in accordance with the Agreement.

Additionally, Service Levels will ensure that appropriate scheduled Preventive Maintenance is being performed on a timely basis such that NRC's assets are being preserved in good condition.

The Service Levels incorporate Measurable Criteria that can be obtained in a timely and accurate manner. The measures used will depend on the type of service provided by the Contractor.

In all cases the Contractor will be required to deliver services at least equal to the services that are currently being delivered as evidenced by existing contracts, historical data, maintenance schedules, and RPPM's design standards.

28. SERVICE LEVEL CRITERIA

The Contractor will be required to meet a variety of Standards for the

various services delivered. The following outlines the standards to be met.

a) Maintenance and Repair

For services self-performed by the Contractor or services subcontracted but not included in those currently provided under contract, the service will be measured by:

- Speed of response,
- Equipment downtime,
- Communications with the end user as well as RPPM,
- Record keeping and documentation,
- Recalls, and
- Repair cost.

b) Minor Construction and Project Work

For minor projects the Contractor will be evaluated according to:

- Adherence to schedule
- Quality of work
- Customer satisfaction
- Lack of disruption to operation.
- Fair market value pricing

29. DEFINITION OF SERVICE LEVELS

1. General

- a) The Contractor shall deliver the service at least equally to the standard that exists for each building just prior to the Contract Start Date. This is evidenced by historical data, existing contracts, maintenance schedules, RPPM's standards, emergency response and procedures, collective agreements and various standards.
- b) The Contractor shall deliver services in accordance with all Federal, Provincial and Municipal Laws, Regulations, Standards or Codes that NRC or the Contractor must comply with.

2. Maintenance and Repair Levels

Maintenance and Repair is broken into the following five categories:

- a) Planned Preventive Maintenance

- b) Emergency Corrective
- c) Urgent Corrective
- d) Short Range Planned Repair or Maintenance
- e) Long Range Planned Repair or Maintenance

3. **Expected Service Levels Specific to Maintenance Type**

For each of the Maintenance Service Types, the following Service Levels are expected.

a) Planned Preventive Maintenance

Preventive maintenance is to be performed as close to the scheduled date as possible. Backlog reports will be used to determine the level of backlogged PM tasks. PM backlogged tasks must not exceed 15 percent of the scheduled work at any given time. Additionally, should any PM work orders be delayed more than two weeks, a written explanation must be provided to the RPPM Receiver. He may either agree to the delay or arrange for the work to be done at the Contractor's expense.

b) Emergency

Emergencies, in the context of this RFP are defined as a critical situation which if not resolved immediately may cause harm to personnel, or damage to property, buildings, equipment or research work. Failure of critical items has a direct and negative impact on people, property or operations. Examples of such items include but are not limited to:

- elevator failures during working hours,
- fire situations,
- floods,
- life safety system failures,
- security system failures,
- hazardous materials spill,
- pressurized pipe breaks,
- broken sprinkler heads,
- backup power to any area,

- broken windows,
- certain types of laboratory system failures,
- critical air conditioning and process cooling systems where no backup is provided
- electrical failures, and
- sewer back-ups.

Response – The Contractor is to respond to emergency situations within 30 minutes during regular operating hours and 90 minutes at all other times. RPPM staff is the primary respondent and the Contractor provides support.

For these situations, internal orders and a purchase requisition will be issued after problem resolution and approval for an emergency repair must only be obtained where the repair exceeds \$2,500. In these cases, fax or handwritten approval is adequate until the situation is resolved.

c) Urgent

Urgent situations are those that can escalate into emergencies within 24 hours. Examples of such items include but are not limited to:

- fire alarm trouble signals,
- high or low office space temperature,
- temporary loss of water pressure,
- low temperature alarms,
- broken windows in non-public areas (does not include security breaches),
- electrical power problems,
- non-critical cooling equipment failures, and
- addressing a Safety & Health concern

Response – For Urgent calls, the Contractor must respond in time according to the specific situation. However, the response time must not exceed 24 hours from one work day to the next work day. If total repair cannot be executed within the working day, remedial work must be done to prevent problem escalation and the Contractor must contact RPPM and provide a repair

plan.

Should the problem arise Friday afternoon, the Contractor should confer with RPPM to determine whether to escalate the issue to same day repair or allow it to carry on until Monday morning.

Internal orders and a purchase requisition will be generated, planned and approved prior to commencement of work.

However, fax or handwritten approval is adequate but must be followed up with proper documentation within 24 hours of completion.

d) Short Range Planned Repair or Maintenance

This situation includes situations that have a negative effect on the operation of equipment or the working conditions but do not pose a short term threat to life, safety, equipment or buildings. Examples of such non-critical items include but are not limited to:

- non-critical lighting failures,
- wall repairs in public areas, and
- floor repair in public areas.

Response – The Contractor must plan and schedule the work to be completed within ten working days. Internal orders and purchase requisitions are to be generated and approved by RPPM prior to the work proceeding. The Contractor is to include in the ten (10) working days one working day for RPPM approval.

e) Long Range Planned Repair or Maintenance

This includes all other work that the Contractor will be called upon to complete. Some of this work will fall under the “Minor Construction and Projects” category. Such project work, repair or maintenance service will be measured according to the standards for Minor Construction and Project Work as described further. All such work will require that a plan, schedule and a quotation (minimum of three (3) bids) be

provided to RPRPPM for approval.

Response – The Contractor must provide a plan schedule and quotation to RPPM for approval according to the following schedule:

- For work under \$10,000 (taxes included) – 72 hours
- For work up to \$50,000 (taxes included) – 10 working days

The Contractor may then extend the completion date by the length of time RPPM takes to approve the work. The SAP order system will be used to track receipt, planning and approval of the work. The Contractor must plan completion within two (2) months of receipt plus approval time.

30. GENERAL MAINTENANCE SERVICE LEVEL STANDARDS

Maintenance work standards will also be measured by other means. This will include:

- **Recalls for a specific problem** – This is to be measured via PMO and recalls should not exceed 5 percent of all repair orders.
- **Communication with end users** – This is to be measured via surveys of users. The Contractor must inform the RPPM receiver of the planned completion date/time for all planned work. The Contractor must also inform the RPPM receiver when the work has been completed.
- **Record keeping and documentation** – All work accomplished is to be logged into the Plant Maintenance Module.
- **Repair cost** – RPPM staff will regularly verify that the cost of repair work less than \$10,000 is competitive. This verification will occur for one to two percent of the work completed. The process will include use of estimating manuals, discussion with other contractors, and the use of the extensive knowledge base within RPPM department. At each quarterly period, the RPPM estimates will be compared with the Contractor's work and it is expected that the Contractor's prices will average to within 5 percent of the estimates.

31. MINOR CONSTRUCTION AND PROJECT SERVICE STANDARDS

Minor Construction and Project work include any work that is not

maintenance oriented and has a value up to \$50,000 in cost (GST & PST included). This work will typically be multi-trade oriented and may include:

- Installing electrical or mechanical systems,
- minor alterations or renovations,
- installing or moving office and laboratory equipment,
- floor replacement of several rooms,
- painting several rooms,
- moving or installing one or several walls, and
- changing light fixtures.

Service level standards for Minor Construction and Project work are similar to those for Long Range Planned Repair Projects. For such projects the Contractor must provide a plan, schedule and quotation to RPPM for approval according to the following schedule:

- For work under \$10,000 – 72 hours
- For work up to \$50,000 – 10 working days

The Contractor may then extend the completion date by the length of time RPPM takes to approve the work. SAP will be used to track receipt, planning and approval of the work. The Contractor must plan completion within three months of receipt plus approval time.

In addition to the timed response standard, the services will be evaluated as per the following:

- Adherence to the schedule – The Contractor must adhere to the agreed schedule for 85 percent of the projects. For the remaining 15 percent, the total delay should not exceed 15 percent of the total budgeted time.
- Customer satisfaction – Using a customer satisfaction survey agreed to by the Contractor, the rating provided by RPPM customers should indicate a mean score on the Minor Construction and Project work section of no less than 80 percent. Included in this part of the survey will be a section related to disruption of the customer's operation.
 - Communications with RPPM and the customer.
 - Fair Market value pricing, and
 - Assistance with the project development and planning.

32. COMMUNICATIONS WITH RPPM

This is critical to delivering a project that satisfies RPPM's needs. The

Contractor will be expected to communicate with RPPM at all phases of a project. This will be to:

- Openly communicate with the **RPPM receiver**,
- Provide details of the schedule and adherence to schedule,
- Schedule any unavoidable disruption,
- Determine and coordinate the need for RPPM staff to assist with services, systems changes, shut downs and
- Formalize project sign-off and hand-over.

The Contractor will be expected to use a project status report to verify that all aspects of the project which affect the items covered above have been dealt with. This report can take the form of a check sheet with a sign off at the predetermined various phases and milestones. This will then be provided at project hand-over.

33. ASSISTANCE WITH PROJECT DEVELOPMENT AND PLANNING

The Contractor will be requested by RPPM to assist in project development and planning on an as required basis. This assistance will be sought for scheduling, pricing, selection of materials and other issues specific to a project. The Contractor will provide this assistance as requested and RPPM staff so assisted will evaluate the quality of the services through a project survey form.

34. REMEDIES

Service levels and measurements will be used to standardize service and measure the success of the Contractor in its provision. RPPM is concerned with ensuring that the agreed upon quality of the service is consistent throughout the term of the Agreement. This is to protect the value of NRC's assets as well as ensure that the end users are provided with the appropriate conditions for work and research.

The measures and standards proposed provide both the Contractor and RPPM with high level and directed indicators of the quality of services as well as any trends that may be forming. RPPM intends to work with the Contractor to ensure that the service delivered is that which is intended by this document and the contract.

35. REPORTING REQUIREMENTS

1. RPPM requires that all activities related to the execution of this Contract be reported to RPPM. The objectives are as follows:
 - To provide information that will assist RPPM Management in planning and scheduling their own staff for work coinciding with that of the Contractor.
 - To provide information to RPPM to be presented to their internal client.
 - To provide evidence the work has been completed and/or inspected.
 - To back-up invoicing documentation.

36. REPORTING PLAN

The Proponent should describe his reporting plan by which information and documentation will be submitted to RPPM.

37. MANAGEMENT REPORTS

1. The Proponent shall prepare and submit monthly progress reports and a comprehensive annual report summarizing all activities for the corresponding period. These reports will include summary results of all inspections, assessments or investigations, preventative or corrective maintenance work performed, work received and completed, and works in backlog to be performed in the execution of this Contract.

As well, the Proponent will be responsible to report on items such as:

- Health and Safety issues;
- Environmental issues;
- Electrical and Life Safety Equipment Inspections, and
- The servicing or maintenance of equipment or systems with the restricted Halocarbons.

These reports should highlight areas or services of significant concern to himself or his Sub-Contractors and shall include alternative solutions and recommendations.

2. Maintain detailed and separate accounts and easily identifiable records for each building, as identified in Appendix A, comprising the individual facilities which must reflect the financial transactions relating to the Contract in accordance with generally accepted accounting principles, and in a format acceptable to the RPPM Project Authority, consistently applied and in sufficient detail to facilitate adequate audit and review.
3. The Proponent must prepare and submit to the RPPM Project Authority monthly and fiscal year reports to coincide with NRC's fiscal year, within 10 (ten) days from the end of each month.

These reports must include and address the following:

- An executive summary of the operating expenditures and year to date invoicing to RPPM for that month.
 - A summary of the work completed with dollar value for requisitions from 0 - \$1K, \$1K - \$2.5K, \$2.5K - \$5K, \$5K - \$10K, \$10 - \$25K and \$25K - \$50K.
 - Comparative analysis of proposed monthly expenditures and the actual expenditures, including any variances, explanations and proposed corrective measures for the various components of the services.
 - Summary of maintenance activities and repairs performed on each service that month and the planned activities for the next month.
 - Summary of all project work, either in the planning stage, work in progress or completed including the estimated costs and the actual costs incurred along with any explanations for deviations in the estimated cost and schedules.
4. Annual Reports shall be prepared and submitted which summarize and reconcile the information submitted in the monthly reports and set out a plan, schedule and strategy for the following fiscal year.

These reports shall be submitted to the RPPM Project Authority by the first week in May of each Fiscal Year end (March 31st of that year). In March, invoices verifications would be carried out on a weekly basis.

38. SERVICE INSPECTION REPORTS

1. The Proponent shall provide Service Inspection Reports in a format acceptable to RPPM. All service inspection reports shall be completed in a legible manner, signed by the tradesperson who performed the work and countersigned by the RPPM Project Authority.
2. A copy of each service inspection report shall be placed in a binder located in the Site Services and Maintenance Contracts group office,. A second copy of the service inspection report, with comments and detailed explanations of actions taken, defective conditions and the repairs or alterations required with a cost estimate shall be submitted to the RPPM Project Authority within ten (10) days from the service date.
3. All service inspection reports must show the name of the Sub-Contractor, the tradesperson who performed the work along with his certificate of qualifications number, where applicable.
4. Records of all inspections, tests and corrective measures must be retained for the entire term of this contract and handed over to RPPM at the completion of the contract.

39. SAMPLE REPORTS

Provide samples of reports the Proponent intends to use in the execution of the contract.

40. QUALITY ASSURANCE PROGRAMS

The Proponent should provide a detailed description of their internal Quality Plan, providing actual examples and documentation. How is this plan implemented within other similar projects?

41. QUALITY ASSURANCE PLAN (QA)

Describe the QA plan for this project based upon the requirements outlined

in this RFP. How will the Contractor monitor the quality of the various services? What resources will the Contractor provide for administering the plan?

42. RESOLUTION OF CONFLICTS

In the spirit of this partnership arrangement, conflicts will initially be resolved through the process of negotiation at the working level then at management levels. Failure to reach a mutually agreeable resolution will result in the initiation of a mediation or binding arbitration process arranged to the satisfaction of both parties.

43. REGULATORY STANDARDS

The Contractor shall adhere to all applicable codes and regulations including but not limited to: Fire Codes, Electrical Codes, Plumbing Codes, Environmental Regulations, and Occupational Health and Safety Regulations. NRC, being a Federal Government Agency, can abide by Federal Codes and Regulations and is not compelled to abide by Provincial Building Codes and Regulations. However, in most circumstances and issues, NRC abides by the more stringent of either Provincial or Federal Codes and Regulations. The Proponent must also recognize that these conditions do not eliminate the Contractor's requirement to meet various standards, as governed by local authorities, in order to carry out work away from the NRC sites.

44. CONSTRUCTION STANDARDS

The Contractor shall adhere to all construction standards developed and used by RPPM.

45. NRC'S RIGHTS

NRC retains the right to verify and audit the Contractor's operations and financial records for the services provided under this Contract. This may be done anytime at the sole discretion of NRC.

NRC retains the right to audit and examine the facilities work done by the Contractor as well as any construction, renovation and repair or

maintenance being performed during the work or after completion.

NRC retains the right to inspect and audit the materials used, the qualifications of staff and trades persons, and the qualifications of Sub-Contractors and the competitiveness of pricing provided to NRC within the scope of this Contract.

46. CHANGES TO SCOPE

RPPM requires the flexibility to respond to changes in its operation. During the term of the Contract, RPPM may adjust the scope of the contract. Such adjustment will be mutually agreed upon with the Contractor and will be a change to the Contract.

Should the Contractor not wish to undertake any additional work resulting from a change in scope, RPPM reserves the right to tender this portion of new work, as well as other work being done by the Contractor and deemed appropriate to combine with the additional work.

Should the price of work so removed from the Contract be clearly delineated in the proposal, the Contract amount shall be adjusted accordingly.

Otherwise, any change in Contract price will be by mutual agreement. Any additions or deletions of buildings, systems or equipment from the scope of the Contract will be negotiated such that any price revision fairly reflects synergies contributed or lost because of the change.

SECTION 4
SUBMISSION REQUIREMENTS AND EVALUATION

4.0 SUBMISSION REQUIREMENTS AND EVALUATION

GENERAL INFORMATION

- a) This section describes the process and criteria RPPM will use to evaluate the proposals and determine the successful Contractor.
- b) The proposal evaluation will have three (3) phases, as described below. Contractors are required to submit the following packages:
 - Mandatory criteria (**MC**)
 - Management Proposal (point rated criteria) (**MP**)
 - Financial Proposal (**FP**)

NO FINANCIAL INFORMATION WHATSOEVER SHALL BE INCLUDED WITH THE MANDATORY REQUIREMENTS OR THE MANAGEMENT PROPOSAL. THE FINANCIAL PROPOSAL SHALL BE SEPARATED, SEALED AND ENCLOSED UNDER A SEPARATE COVER WITH THE CONTRACTOR'S PROPOSAL.

- c) The proposal shall be complete, clear and concise.
- d) Each proposal will be evaluated solely on its own content.
- e) The proposal must be prepared in conjunction with the stated "Evaluation Selection Criteria", which will be evaluated against.
- f) Your proposal shall become part of the Contract.
- g) The objective of the bid evaluation is to select a Contractor who has demonstrated the highest level of competence and capability to support RPPM's operations.
- h) The Proposal shall be submitted on 8½ x11 inch single sided paper, minimum font size of 12 points. Unnecessarily elaborate brochures or other presentations, beyond which is sufficient to present a complete and effective proposal are not desired. All information and materials submitted should be relevant to each section and the requirements.

Proposals shall be structured such that each section and area of the proposal is complete and stands alone. The use of cross-referencing within each section to satisfy formal requirements is not acceptable and may render the Proposal non-compliant. Evaluators will only look at information offered under the applicable section to make their assessment.

- i) Contractors are required to submit via email one (1) copy of their Mandatory requirements and Management Proposal and one (1) copy of their Financial Proposal.

1. MANDATORY REQUIREMENTS

Failure to meet all the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

The mandatory requirements are:

MC1. Mandatory Form of Bid, signed and sealed by duly authorized signing officers of the Proponent's company, or of all equity members of a Proponent's Consortium. .

MC2. Evidence of Insurance, Bid and Performance Bonds in accordance with requirements in Section 2.

MC3. Employment Equity

MC4. **Form C** to be signed at the mandatory Proponent's Meeting and site tours indicating that the Proponent attended these events.

MC5. Proponents must provide a statement that they can and will provide services in both official languages.

MC6. Previous Experience on Similar Work

A minimum of one (1) contract undertaken in the past seven (10) years of similar scope and nature (industrial type facility including associated service/repair contracts involving the consolidation of numerous maintenance and repair contracts) have been described.

Provide one (1) references (see details point 4 "Previous experience on similar work") for the "Operation and Maintenance" of an industrial type facility including associated service/repair contracts involving the consolidation of numerous maintenance and repair contracts.

Provide three (3) references see details point 4 "Previous experience on similar work") of "Construction and Renovation Projects" where the Proponent was responsible for a full range of project/ construction management services, as well, include details for projects requiring the management of multiple small construction projects simultaneously.

MC7. The tools and equipment provided by NRC the contractor's personal use are listed in Appendix A Table 1. The inspection, proper use,

maintenance and providing necessary training with regards to these loaned items will be the responsibility of the contractor.

Proponents must provide a letter indicating that they agree to sign the standard terms of Loan of NRC Property .

2. MANAGEMENT PROPOSAL

1. General

The Management Proposal shall contain the following elements:

- Title Page
- Table of Contents
- Corporate Background
- Understanding of the Requirements
- Previous Experience on Similar Work
- Contractor's Management Team
- Draft Contract Management Plan encompassing the following:
 - Site Organization Plan
 - Quality Management Plan
 - Health and Safety Plan
 - Communications Plan
 - Transition Plan
- Appendices to this section to include the following:
 - A completed and signed Request for Proposal form
 - Corporate literature
 - Resumes and certification requirements

2. Description of Point Rated Proposal Elements

(MP1) Corporate Background

1. Provide a corporate and strategic organization chart.
2. Provide the corporate background and general company description for the prime contractor and all proposed sub- contractors. This should illustrate the capability and capacity of the company to successfully undertake the Contract requirements. If the Contractor wishes to include corporate brochures and other supporting documentation with their proposal, then they shall be attached as an Appendix to this section.

3. Indicate what priority this Contract holds in the corporate business plan and why it is important that the company's proposal be selected.

(MP2) Understanding of the Requirements

1. Identify and describe the goals and objectives of the Contract as you understand them.
2. Provide a list of parameters and assumptions that should be considered in the implementation of the Contract.

(MP3) Previous experience on similar work

1. Demonstrate experience on similar contracts of similar scope and size by identifying contracts performed by the corporate organization where members of the Proponents proposed site organization were involved with similar contracts within the past ten (10) years which are relevant to this requirement.
 - Provide one (1) reference for the "Operation and Maintenance" of an industrial type facility including associated service/repair contracts involving the consolidation of numerous maintenance and repair work.
 - Provide three (3) references of "Construction and Renovation Projects" where the Proponent was responsible for a full range of project/construction management services, as well include details for projects requiring the coordination of multiple small construction projects simultaneously.
2. Complete the following Table – Relevant Contract Information to provide basic information for each relevant contract/ assignment proposed. For each contract listed in the Table, provide in a narrative format, a brief description of the contract objectives and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP.
3. Demonstrate that the contracts offered as examples are linked to as many of the key personnel proposed as part of the Contractor's Management Team. Contractors must describe the nature of the contributions of the proposed personnel.

4. Describe the stability of the workforce on these projects. What was the turnover rate of personnel on these projects?

Table – Relevant Contract Information

Contract Name	Client	Client's Point of Contact	Client's Tel. No. and E-mail address	Proposed Resources who Worked on the Contract	Contract Value	Start/End Dates

5. A minimum of one contract of similar scope and nature shall be described. However, Contractors may describe as many previous contracts as they feel is necessary in order to adequately describe the experience and qualifications of the Contractor and of the proposed team. References may be contacted.

(MP4) Contractor's management team

1. Demonstrate competence, experience, education, qualifications and the ability of the proposed team members to fulfil the requirements of the RFP.
2. Provide an organization chart of the team illustrating the individual team members and the relationship among the prime contractor and any strategic partners or sub-contractors.
3. Identify on the organization chart the senior person of the Contractor's Management Team who will act as the prime point of contact with the RPPM Project Authority.
4. Identify a Project Director who has the relevant experience in projects of similar size, scope and complexity to meet the day to day requirements as described in the RFP. **(Provide CV of Project Director)**
5. Identify the Project Manager(s) and the Site Supervisor(s) who have the relevant experience in administering maintenance/repair work and minor construction projects to meet the requirements as described in the RFP. **(Provide CV of Project Manager and Site Supervisor)**
6. Identify all key on-site personnel reporting directly to the Project

Director including a back-up for the position of Project Director and Project Manager.

NOTE: Listing experience without providing any supporting data describing where and how such experience was obtained, or without a contact point for verification, may result in disqualification of the experience for evaluation purposes.

(MP5) Draft Cost Management Plan

1. Describe in detail the strategies the Contractor will consider for cost budgeting and reduction.
2. How will the Contractor provide fair market value costing for maintenance and service contracts and minor construction projects? Note that this issue is of keen concern to RPPM and the response should contain practical, achievable strategies.

• **DRAFT CONTRACT MANAGEMENT PLAN**

Elaborate in detail the specific methodologies, processes, procedures, materials and equipment to explain how the services in the RFP will be provided.

(MP6) Draft Site Organization Plan

1. Identify the on-site organization structure including lines of authority and managerial responsibility and accountability for the delivery of all services. Identify the linkage to the corporate and strategic organization and the interrelationship with RPPM's management structure.
2. Identify the Project Director on the chart and identify the back-up Project Director as well as the names and functions of each subordinate key on-site personnel.
3. Identify how the Contractor proposes to structure the work team for specific services and sites. Address the necessary training that will be required.
4. Provide details of the scope and depth of human resources and management issues including any possible Collective Agreement expiry dates.
5. Describe the plan for replacement of personnel, sub-

contractors or vendors.

6. Provide a draft Statement of Qualifications for the proposed trades that will be utilized for the required services. The skill set for each trade must be addressed.
7. Provide details of the sub-contractors and vendors and the system they plan to put in place to manage them if awarded the Contract. This should include mechanisms to verify qualifications, monitor performance and responsibility and channels of communication. Proponents must also outline the nature and extent of their business relationship with the proposed sub-contractor or vendor.

(MP7) Draft Quality Management Plan

1. The Proponent must implement a “quality management” program to cover all aspects of the services being requested. The onus shall be on the Proponent to ensure all requirements and services identified in the RFP are met and that NRC is receiving best value for the specified services.
2. Elaborate in detail the systems and procedures that will be employed to consistently deliver high quality and services. Provide details of the corporate standards for financial and quality control.
3. Identify the methods to be used by the Proponent to train his staff to ensure quality delivery service to meet RPPM Service Level Standards and to survey and monitor customer satisfaction and ensure accountability. Survey formats, response standards and an action plan to resolve contentious issues regarding the quality of services should be included.

(MP8) Draft Health and Safety Plan

1. Elaborate in detail the Contractor’s Health and Safety Plan for its functions as it conforms to applicable legislative standards and policies including, but not limited to the following:
 - o Safe workplace training

- Specialized training of specific tasks, hazardous equipment, lifting equipment (arc flash, confined space training etc.)
 - WHMIS training
 - Use of personal protective equipment
2. Describe in detail the Health and Safety Program or practices currently in place, including training and monitoring of staff performance and sub-contractor performance.

(MP9) Draft Communications Plan

1. Detail how the Communication Plan will address how the Contractor will report progress, coordinate deliverables, resolve problems and issues and interface/liaise with the RPPM Project Authority. The RFP describes regular reporting requirements in forms of reports and meetings. The Contractor is to describe how these significant reporting requirements will be managed.
2. Describe in detail the Contractor's plan to respond to emergency service during normal working conditions and after hours.
3. The Proponent must put in place a reporting system to identify all achievements, slippage or changes to project schedules or major milestones during the term of this Contract. All progress reports must be reviewed by the RPPM Project Authority to ensure that the content satisfies RPPM's management. The Proponent shall provide the minutes of all review meetings. These minutes shall be used for record purposes to document changes to the scope of work or action items that will be forthcoming.
4. Describe the principles and processes proposed to identify risk areas and what action will be taken to reduce or mitigate their impact to NRC. A rule about the use of cell phones (limited to break times and emergency situations only) should be mentioned.
5. The Proponent shall be responsible for ensuring all financial information, our records and logs are properly maintained and

that the appropriate data is entered into RPPM's Computerized Maintenance Management System.. Upon completion of the Contract, the Proponent shall prepare to transfer all data required to have been maintained by the Proponent to RPPM.

6. The Proponent must describe his operational support for communications during critical time periods to satisfy his Contract Management and Operations Plan:
 - Describe their system's technical support plan, include voice and data infrastructure requirements.
 - Describe their systems network management plan and support for maintenance planning and documentation, project planning and documentation, project planning and documentation and document/file management.
 - Restrictions, if any to client information access.

(MP10) Draft Transition Plan

1. The draft transition plan must identify the strategy, tasks, ramp up period and recommended 100 percent implementation date for the project.
2. The transition plans must clearly identify any or all possible alterations the Proponent proposes to undertake to fit-up the office space and what would be needed to meet the project implementation date.
3. Describe the methodology to transfer the contract duties from the existing contractor. The plan should include, but not limited to the following:
 - Contractor's major mobilization activities
 - Personnel, equipment and materials
 - Site familiarization and training for new staff
 - Co-ordination activities with the RPPM Project Authority

3. FINANCIAL PROPOSAL

1. General

The Financial Proposal must be submitted separately in email attachment and shall contain the following:

- Title Page
- Table of Contents
- Financial Capacity
- Disclosure Statement
- Proposal Bonds
- Pricing Schedules

2. Description of Elements

1. Financial Capacity

NRC requires assurance that proponents have the corporate financial resources and financial stability necessary to meet the cash flow requirements of the resulting contract. In order to demonstrate its financial capacity, the Proponent must include the following with its proposal:

- **Confirmation letter from the Proponent's banking institution indicating the value of the total lines of credit granted and the amounts available and not drawn upon as of August 31, 2021.**
- **All financial information provided with the Proposal must be certified by either the Chief Financial Officer or the signing officer of the Proponent's company.**

2. Disclosure Statement

The Proponent must provide a clear statement setting out the nature and extent of any material litigation pending against the Proponent or any member of the Consortium.

3. Bonds

Proponents must insert their Bonds as part of their Financial Proposal.

4. Pricing Schedules

Proponents must submit as part of their Financial Proposal the pricing schedules.

3. EVALUATION AND SELECTION CRITERIA

1. Evaluation Team

RPPM's evaluation team will be composed of representatives from Facility Maintenance and Engineering and from Contract Services. They will be evaluating the proposals based on the needs of the various groups represented on the team as well as the overall needs of NRC and RPPM.

2. General

For the purposes of this RFP, there are two types of evaluation criteria: "Mandatory and Rated".

Mandatory Criteria (MC):

Failure to meet ALL Mandatory Criteria (MC) could result in the Proposal being non-compliant and will not be considered further in the Management Proposal Evaluation.

Management Proposal (MP):

Once the Mandatory Criteria has been met, the Proposal will be evaluated against the Rated Criteria. Proponent's proposal must score a minimum of 75% of the total points allowed for the "Rated Requirements" for their proposal to be considered further.

Financial proposal (FP):

Only those proposals that meet all Mandatory Requirements and meet or exceed the minimum total scoring of 75% of the points for the "Rated Requirements" (MP) will then have their financial proposal evaluated. The Proponent submitting the lowest price for the services for the total of the contract year and all the optional years will be recommended to sign contractual agreement for the provision of the required services requested in the RFP.

4. PROPOSAL EVALUATION

1. Mandatory Criteria (MC)

To be compliant and to be considered further in the evaluation, Contractors **must** meet the following Mandatory Criteria:

Reference	Description	Achieved?	Cross Reference To Proposal
MC1	<p>Proposal Form:</p> <p>Completed and signed Request for Proposal form Statement provided certifying whether the bidder is a sole entity, partnership or corporate entity.</p>	Yes/No	
MC2	<p>Evidence of Insurance:</p> <p>Certifications must be properly completed and submitted with the Proposal. Certifications required are:</p> <ul style="list-style-type: none"> a) Submission of Bid bond b) Submission of Performance bond b) Proof of maximum insurance coverage currently carried as: <ul style="list-style-type: none"> 1. Comprehensive General Liability Insurance of at least 2 million 	Yes/No	
MC3	<p>Forms:</p> <ul style="list-style-type: none"> a) Certification for Employment Equity 	Yes/No	
MC4	<p>Site Visit / Inspection Tour:</p> <p>It is mandatory that the Contractor or a representative of the Contractor visit the site and examine the scope of work required and the existing conditions. Proof of attendance form to be signed at the Site Visit and briefing session.</p>	Yes/No	
MC5	<p>Bilingual service</p> <p>Statement indicating that services can be provided in both official languages.</p>	Yes/No	
MC6	<p>Previous Experience on Similar Work:</p> <p>A minimum of one contract undertaken in the previous seven years of similar scope and nature has been described. References provided.</p>	Yes/No	

MC7	Terms of loan of NRC property: The Proponent has provided a letter indicating that it will take possession and be responsible for the listed NRC equipment provided for its employees use and will sign the terms of loan of NRC property.(Appendix C8 Form E	Yes/No	
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2. Evaluation of the Management Proposal (MP)

The following description of criteria below illustrates some of the factors that will be applied to evaluate the criteria applied to the Management Proposal.

Ref. #	Evaluation Criteria	Max. Points
MP1	Corporate Background: -Has an adequate description of the corporate background been provided that is focused on the requirement of this Contract? (2 pts) -Has the firm had experience in a multi-facility environment? (2 pts)	4
MP2	Understanding the Requirements: -How well has the Contractor demonstrated a comprehensive knowledge of all aspects of the work specified and the experience outlined in the RFP? (3 pts) -Does the proposal leave issues not or incompletely addressed, such that it is unclear as to how and with what resources the Contractor intends to deliver the service/work in question? (3 pts) -Is the Contractor cognizant of the full extent of the services called up in the RFP? (3 pts)	9

MP3	<p>Contractor Previous Experience on Similar Work:</p> <ul style="list-style-type: none"> -The Contractor should demonstrate that the contracts they have performed in the past are of similar scope and nature. The greater the relevant experience, the more points the contractors will receive. Relevant experience will be assessed against factors such as size, complexity and nature of services managed. (3 pts) -The Contractor should demonstrate that he has had a minimum of seven (7) years recent experience in providing services to large institutional and/or commercial sites with numerous multi-purpose facilities of various sizes as well as having experience in maintaining large laboratory facilities with specialized features and containing hazardous materials. (3 pts) -Submission of 3 references clearly demonstrating the involvement in the management of operation and maintenance function and construction renovation projects described within the RFP. (2 pts) -The Contractor should describe the stability of its labor force involved in these projects. (2 pts) 	10
MP4	<p>Contractor's Management Team:</p> <ul style="list-style-type: none"> -What are the qualifications of the proposed Contractor's Management Team for managing a contract of this size and magnitude? (4 pts) -How much experience does the proposed Project Director, Project Manager and site supervisor have in managing contracts of a similar scope and what was their direct involvement? (6 pts) 	10

MP5	<p>Cost Management Plan:</p> <ul style="list-style-type: none"> -The Proposal must clearly demonstrate how the Proponent plans to obtain “Best Value” and/or fair market pricing for NRC. (2 pts) -Describe the tender process, estimating process and strategies for obtaining pricing for project work and managing cost overruns. (2 pts) -Describe the strategy to manage the maintenance function separate from construction work and how he plans to treat the cost control/ management issue separate from one another. (2 pts) -Describe good workable details regarding how planning and budgeting will be done and how he will work with RPPM through the process. (2 pts) -Demonstrates performance to report both itemized, actual and summarized costs for the services requested within the RFP and the manner in which they will deal with cost overruns to ensure effective budget control. (2 pts) -Demonstrates an understanding of tie-in to budgets, invoicing and reporting work has been completed and inspected. (2 pts) 	12
MP6	<p>Site Organization Plan:</p> <ul style="list-style-type: none"> -The Site Organization Plan should address proposed positions, in the form of an organization chart to show the relationships between the Corporate Management, the Project Director, Project Manager(s), Site-Supervisor(s) and sub-contractors. (2 pts) -The Proposal should provide a description of the roles, responsibilities and authority of the three key personnel (regarding decision making, reporting and control framework. (2 pts) - The Proposal should provide a description of the roles and terms of reference of technical personnel (2 pts) -The Proposal should address the types, methods and frequency of training programs such as technical, health and safety, customer service and possible other related issues to the management and operations for the delivery of services identified in the RFP. (4 pts) 	10

MP7	<p>Quality Management Plan:</p> <ul style="list-style-type: none"> -The Proposal must clearly describe in detail the overall approach, including systems, methods, procedures standards, inspection and surveys proposed to ensure quality control and compliance with legislative requirements as outlined in the RFP. (2 pts) -What customer/user satisfaction assurance and complaint resolution process will be in place? (2 pts) -What financial and quality control audit procedures/programs will be in place? (2 pts) -The plan must clearly incorporate RPPM's service levels with discussion on their integration into the day to day business affairs for this Contract. (2 pts) -Describe how the RPPM service levels will be met and provided on a consistent level. (2 pts) 	10
MP8	<p>Health and Safety Plan:</p> <ul style="list-style-type: none"> -Does the Proponent have a comprehensive Health and Safety policy (3 pts) -What related information does it contain and is it a corporate priority? (3 pts) -Describe how workers are notified of job-specific hazards? (3 pts) -Describe how sub-contractors' workers are incorporated into your health and safety training and other programs. (3 pts) -Describe other programs, activities or information that you believe demonstrates that your company carries out its projects safely and in accordance with all health and safety requirements. (3 pts) -Describe what processes or procedures are proposed to identify risk areas and to mitigate their implications to NRC. (3 pts) -Describe what processes or procedures are proposed as intervention in case of incidents. (3 pts) 	21

MP9	<p>Communication Plan:</p> <ul style="list-style-type: none"> -The Proposal must describe in detail how the Proponent's on-site management team will report progress, coordinate deliverables, resolve work related problems or issues and communicate in general with the RPPM users and RPPM Project Authority. (2 pts) -Clearly describes his overall approach frequency and level of detail reporting to RPPM. (Type of reports, invoicing, meeting and communications with RPPM). (2 pts) -Describes use of IT applications, fully integrated into his operations including management support, maintenance planning and documentation, project planning and documentation and where the data will be obtained or managed from. (2 pts) -Submission of sample reports, are they easy to understand? (2 pts) 	8
MP10	<p>Transition Plan:</p> <ul style="list-style-type: none"> -The Proposal must describe in detail a comprehensive transition plan identifying the strategies, tasks, ramp up period and 100% implementation date for the Contract. (3 pts) -Describes details for major mobilization activities, site familiarization and hand over schedules associated with the existing contractor as well as coordination activities with the RPPM Project Authority. (3 pts) 	6
	<p>Total Points for Management Proposal:</p> <p>Minimum Passing Points: (75%)</p>	100

SECTION 5
FINANCIAL PROPOSAL

5.0 FINANCIAL REQUIREMENTS

1. General

It is mandatory that the Financial Proposal is submitted in a separate envelope.

2. Period of Contract and Option to Extend Contract

The period of this Contract will commence **January 1st, 2022 to December 31 2023**, with an option to renew at NRC's discretion for **one additional one year term**, subject to satisfactory performance and conditional that the maximum limit of NRC financial authority for construction contract has not been reached (6 million, taxes included).

NRC is not obliged to exercise any of the options years. The exercise of any option year will be at NRC's sole discretion by providing notification in writing to the Contractor at least 30 days prior to the Contract expiry date or the expiry date of an exercised option year.

3. Contract Price

1. It is mandatory that bidders submit pricing and/or rates on a year to year basis for the period of the Contract for all items listed in this section. The Pricing Schedules within this section, when completed, will be considered as part of the Bidder's Financial Proposal.
2. The pricing for the contract period must be all inclusive of all labour, equipment and tools, transportation and fuel costs, associated traveling costs, insurances, associated administrative costs, associated services, overhead, profit, mark-ups (which **must** incorporate any mark-ups for sub-contractors or vendors), etc.

3. Contract Price Submission

The Proponent shall submit the Contract Price portion of the Proposal as a **Separate Document**. A hard copy containing the pricing form filled out by the contractor, supporting documentation, and the

Contract Price Form filled out and signed by the Proponent's Representative.

The entire package must be sealed in an envelope separate from the Technical Evaluation portion of the Proposal. The Envelope must be properly identified so that it can be separated from the rest of the Proposal.

ALL PRICES SUBMITTED FOR ALL YEARS MUST BE IN CANADIAN DOLLARS NOT INCLUDING ANY TAXES.

4. Mandatory Form of Quotation

The Proponent shall use the pricing schedules supplied. The spreadsheet pricing schedules must be completed **in full** and submitted as part of the Proposal. Any missing costs will make the submission non-responsive. The spreadsheet format must not be revised, and the quotation data must be provided in an email attachment.

5. Hourly Rates and mark-up

As described, the Proponent must submit the pricing on the forms provided via email.

(a) Section 1 – Fixed Scope/ Fixed Price Maintenance Costs

N/A

(b) Section 2 - Unit Prices for Labor

Provide hourly rates for all labor requested in the Pricing Schedules. These rates are to be all-inclusive and are to include salary burden, transportation and associated traveling costs, insurance, mark-up, profit, overhead, tools, CSST premium, supervision, administration, etc. No additional charges over and above these rates will be entertained.

The number of yearly hours are estimates only. The actual number of weekly hours needed for each trade may be modified at NRC's sole discretion by providing notification in writing to the

Contractor at least two weeks prior to a pay period.

(c) Section 3 – Unit Prices for Miscellaneous Services

Provide unit prices or hourly rates for services requested in the Pricing Schedules. These rates are to be all-inclusive and are to include salary burden, transportation and associated traveling costs, insurance, mark-up, profit, overhead, tools, CSST premium supervision, administration, etc. No additional charges over and above.

Note:

The hourly rates for services listed in Section 2 and 3 **must be all inclusive and include all mark-ups, profit, overhead margins, etc. from potential sub-contractors and/or vendors. NO additional charges over and above the approved rates will be entertained.**

(d) Section 4 – Minor Project/ Construction Management

Provide the percentage mark-up that the Contractor will use to calculate the charges to RPPM for additional unlisted services, the management and coordination of construction/renovation projects and materials as related to buildings, tenant improvements, electrical, mechanical or any other miscellaneous project required to be managed and completed at cost plus percentage margin.

As an example for construction/renovation projects NRC will accept the lowest bid from the 3-4 bids received from the Contractor with the Contractor being allowed to add on his mark-up percentage to the bid price which will equal the cost to NRC.

The figures provided in this section will be applied to services on a straight percentage basis; i.e. 5 percent mark-up on a \$100 cost to the Contractor will result in a charge of \$105 to RPPM, all inclusive of overhead, profit, etc.

6. Labor Rates - General

The value of the hourly labor rates shall be determined by adding to

the labor cost a percentage margin for the Contractor's overhead and profit.

- Labor costs shall include all direct wage costs and direct labor supervision, plus all supplementary wage burdens as maybe required by collective agreements and all associated statutory charges.
- Supplementary wage burdens referred to above are those in individual collective agreements, when applicable, and include but are not limited to vacation pay, pension plan, apprenticeship, training and employers contribution.
- Statutory charges referred to above shall include but is not limited to Worker's Compensation payments, Canada Pension Plan and Unemployment Insurance contribution.
- The Proponent's mark-up, overhead and profit fee shall include the following:
 - **Be all-inclusive to include the mark-up, overhead and profit fee of any Sub-Contractor or vendor.**
- The Contractor's administration costs, the Contractor's head office expenses and without limiting the generality of those expenses, they shall include associated traveling costs, financing costs, bonding and insurance costs.
- The cost of all site supervision.
- The cost of all expendable tools and equipment.

7. Material Costs – General

Material costs for work related to Sections 2 and 3 to be the laid down cost for the acquisition of the materials, supplies, etc. and shall be invoiced to NRC as a flow through cost supported by a copy of all vendor invoices. Additional costs such as material delivery or material handling can be applied to the NRC invoice. NO additional charges for the laid down material or supply costs over and above the Contractor's invoice cost will be entertained.

8. Pricing Notes

- All prices submitted are to be FOB Destination.
- Prices for fixed scope services are to include all materials and labor and all other costs incurred by the Contractor.
- Proponents must provide with their tender submission the calculation formula to determine a fuel surcharge if applicable, during the term of the Contract. Failure to provide this will forfeit the right to include this cost on invoices.
- The Goods and Services Tax (GST) and the Quebec sales tax (QST) shall not be included in the pricing quoted by the Contractor. The GST and QST shall be shown as a separate line item on all invoices and will be paid by NRC.

SECTION 6
ADDENDUUM

6.0 ADDENDUUM

A - List of tools

Table A-1A and A-1B: tools provided by NRC for **Royalmount and Boucherville**

Table A2B: tools to be provided by the proponent

B - List of Fixed Labour, Variable Labour & Subcontracting needs

Table B-1A: Fixed labour Regular time - **Royalmount**

Table B-2A: Fixed labour Overtime - **Royalmount**

Table B-3A: Variable labour Regular time - **Royalmount**

Table B-4A: Variable labour Overtime - **Royalmount**

Table B-5A: Materials and Subcontracting - **Royalmount**

Table B-6A: Total cost for the evaluation of bid price – **Royalmount**

Table B-1B: Fixed labour Regular time - **Boucherville**

Table B-2B: Fixed labour Overtime - **Boucherville**

Table B-3B: Variable labour Regular time - **Boucherville**

Table B-4B: Variable labour Overtime - **Boucherville**

Table B-5B: Materials and Subcontracting - **Boucherville**

Table B-6B: Total cost for the evaluation of bid price – **Boucherville**

List of tools

TABLE A-1A
Royalmount site Tools provided by NRC

The successful proponent must sign the FORM E in APPENDIX E – (Standard terms Loan of NRC property) in order to have access to the following equipment.

- Horizontal Sander (Equipment # 136402)
- Table saw for wood (Equipment # 136400)
- Press driss for wood work (Equipment # 136406)
- Vertical Metal band saw (Equipment # 136295)
- Hydraulic press (Equipment # 136294)
- Geared head press drill for metal work (Equipment # 136292)
- Manual shear (Equipment # 136314)
- Grinder (Equipment # 136414)
- Grinder (Equipment # 136346)
- Sandblast machine (Equipment # 136318)
- Disc cutter
- Sandblast Equipement Canablast (équipement # 3004121)
- Welding Machine Precision TIG 375 with accessories(équipement # 3007465)
- Welding Machine Miller Dynasty 200 with accessories
- Pipe treading Machine Rigid 300 compact with accessories
- Drain cleaner Sewerooter
- Drain cleaner Supervee
- Ladders and stepladders
- Shop-Vac vacuum cleaners
- Communication radios
- Tools carts

TABLE A-1B
Boucherville site Tools provided by NRC

The successful proponent must sign the FORM E in APPENDIX E – (Standard terms Loan of NRC property) in order to have access to the following equipment.

- Electric jigsaw
- Electric 8" circular saw
- Oxygen and acetylene welding set
- Shop-Vac vacuum cleaner (3)
- Porter Cable vacuum cleaner model 7812
- Toronado #91818 vacuum cleaner
- Milwaukee #8925 vacuum cleaner
- G. H. Wood Extract-Away carpet cleaner
- Chain blocks 1 ton and ½ ton
- Tools carts (6)
- Bender for 1/2" pipe, Rigid #398
- Bender for 1/4" pipe, Rigid #394
- Bender for 3/8" pipe, Rigid #396
- Wrench set, 1 1/2", 1 7/8" and 1 9/16"

- Wire cutter #0
- Chain cutter, All American #3 (038569)
- Ladders and stepladders
- Drain cleaner, Sewer water #JR-034158
- Marco manual drain cleaner, 25 feet
- Marco manual drain cleaner, 50 feet
- Electric fish tape, Ideal
- Electric fish tape, Rigid #038573
- Rigid power threading equipment with accessories
- Pipe wrenches set, 24"
- Greenlee knockout punches, #734 for 15A-120V outlets
- Greenlee hydraulic knockout punch, #7306 with ½" to 2" punch
- Master heat gun
- Greenlee electric PVC pipe bender, #845
- Walter #6150-C grinder, Super 5 with accessories
- Level, 4', #40-0054
- Electric drill, RED-HEAD #747-2 c/w meshes
- Greenlee bender, #1818 for electrical conduits
- Bender for 1" electrical conduits
- GID Forge #2614 puller
- Electric sander, Makita #9900B
- Handsaw, Sandvik #756 7T/8P
- Cold chisels, 10" and 12"
- Safety lockout set (3)
- Communication radio set (6)
- Nylon Electric Fish tape 100'
- Metal Electric Fish Tape 200' 1/8"
- Drill BOSH # SDS11224VSR
- Gypsum Drill DEWALT # DW275KN
- Electric drill 1/2"
- Battery drill DEWALT 1/2"
- Pressure washing machine KODIAK # FI-430 1400 psi
- Pressure washing machine HONDA 300 psi
- Electric pressure washing machine Simoniz 120v (2)
- Concrete grinding wheel and vacuum with accessories Dewalt
- Fuel powered snow blower Toro
- Electric snow blower Snow Joe
- Electric leaf blower Black & Decker
- Fuel powered leaf blower Weed Eater
- Miter saw 10" Rona

TABLE A2

Tools to be provided by the proponent

The successful proponent must provide all tools necessary to perform all the tasks of each employee in each of the trades.

Each proponent's employees shall have the tools for the manual labor as well as the mechanical / electrical work in order to carry out the assigned task.

Tools will have to be industrial quality in compliance with safety standards, provided with protection and when possible the equipment will include an integrated dust collector module.

Unless otherwise stipulated, cordless power tools with battery of 18 or 20 volts will be provided.

Each employee shall also have the necessary tool chest as well as tool pouch belt.

The successful proponent must provide to each of its employee the full personal protective equipment (EPI) ex: Harness, safety helmet, safety shoe, safety glasses with prescription if necessary, protective breathing mask, protective clothing and equipment against the risk of Arc-Flash.

The whole equipment and material of protection should be maintained and inspected according to the requirement of the manufacturer and the existing standards.

These tools and accessories for the fixed employees shall remain on the site for the duration of the contract.

**LIST OF FIXED LABOR, VARIABLE LABOR AND SUBCONTRACTING
NEEDS**

PART II – PRICING

TABLE B-1A – Labour for regular maintenance - Royalmount (regular hours)

The hourly rates below include the cost of all forms of overhead, transportation and profit for labor; it is agreed that the first hour worked will be paid at the regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **regular hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Estimated Hrs per year “H”	CONTRACT “year 1” A	CONTRACT “year 2” B	OPTION “year 3” C	Total cost H*(A+B+C)
Electromecanic – Class C	1850	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance plumber	1850	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance Electrician – Class C	1000	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Laborer	1850	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Project Coordinator	1850	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Three dishwashing facility attendants	3200	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$

TOTAL “TABLE B-1A” \$ _____

TABLE B-2A – Labour for regular maintenance – Royalmount (Overtime rate)

The hourly rates below include the cost of all forms of overhead, transportation and profit for labor; it is agreed that the first hour worked will be paid at the overtime rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **overtime hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Estimated Hrs per year "H"	CONTRACT "year 1" A	CONTRACT "year 2" B	OPTION "year 3" C	Total cost H*(A+B+C)
Electromecanic	40	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance plumber	100	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Labourer	20	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Project Coordinator	60	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$

TOTAL "TABLE B-2A"

\$ _____

Table B-3A – Labor for as and when needed – minor construction work – Royalmount (regular hours)

The hourly rates below include the cost of all forms of overhead and all forms of transportation and include all forms of profit for labour; it is agreed that the first hour worked will be paid at the regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **regular hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Hrs per year (Estimate) "H"	CONTRACT "year 1" A	CONTRACT "year 2" B	OPTION "year 3" C	Total cost H*(A+B+C)
Class C electrician	500	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Labourer	250	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance mechanic	950	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$

TOTAL "TABLE B-3A"

\$ _____

Table B-4A – Labor for as and when needed – minor construction work – Royalmount (Overtime rate)

The hourly rates below include the cost of all forms of overhead and all forms of transportation and include all forms of profit for labour; it is agreed that the first hour worked will be paid at the overtime regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **overtime hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Hrs per year (Estimate) "H"	Contract "year 1" A	OPTION "year 2" B	OPTION "year 3" C	Total cost H*(A+B+C)
Maintenance mechanic	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$

TOTAL "TABLE B-4A"

\$ _____

Table B-5A – Materials, subcontracting and overhead - Royalmount

The following are the materials and subcontracting estimates as well as overhead costs, including all forms of administration and profit, billed for the two (2) years of the contract and the one (1) one-year extension option for **materials and services subcontracted** by the contractor.

Cost per year (Estimate) P	CONTRACT "year 1" OVERHEAD %	CONTRACT "year 2" OVERHEAD %	OPTION "year 3" OVERHEAD %	Total cost P*4+P*(A+B+C)
	A	B	C	
MATERIALS	_____ %	_____ %	_____ %	\$
\$50,000.00				
SUBCONTRACTING	_____ %	_____ %	_____ %	\$
\$300,000.00				

TOTAL "TABLE B-5A" \$ _____

Table B-6A - Total costs of all the service required in this contract for Royalmount

The following total cost will be used for the purpose of evaluation of the bid price.

Total Table B-1A	\$
Total Table B-2A	\$
Total Table B-3A	\$
Total Table B-4A	\$
Total Table B-5A	\$
Grand Total ROYALMOUNT (B1A+B2A+B3A+B4A+B5A)	\$

TABLE B-1B – Labour for regular maintenance - Boucherville (regular hours)

The hourly rates below include the cost of all forms of overhead, transportation and profit for labor; it is agreed that the first hour worked will be paid at the regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **regular hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Estimated Hrs per year “H”	CONTRACT “year 1” A	CONTRACT “year 2” B	OPTION “year 3” C	Total cost H*(A+B+C)
Class C electromecanic	1850	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Class C Construction electrician	925	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Laborer	1850	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Fixed machine mechanic	450	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$

TOTAL “TABLE B-1B” \$ _____

TABLE B-2B – Labour for regular maintenance – Boucherville (Overtime rate)

The hourly rates below include the cost of all forms of overhead, transportation and profit for labor; it is agreed that the first hour worked will be paid at the overtime rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **overtime hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Estimated Hrs per year "H"	CONTRACT "year 1" A	CONTRACT "year 2" B	OPTION "year 3" C	Total cost H*(A+B+C)
Class C electromecanic	37.5	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Class C construction electrician	37.5	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Labourer	37.5	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$

TOTAL "TABLE B-2B"

\$ _____

Table B-3B – Labor for as and when needed – minor construction work – Boucherville (regular hours)

The hourly rates below include the cost of all forms of overhead and all forms of transportation and include all forms of profit for labour; it is agreed that the first hour worked will be paid at the regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **regular hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Hrs per year (Estimate) "H"	CONTRACT "year 1" A	CONTRACT "year 2" B	OPTION "year 3" C	Total cost H*(A+B+C)
Class C electrician	450	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Labourer	112.5	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Project coordinator	75	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Plumber	150	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Refrigerator mechanic	75	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
CAD designer	150	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Carpenter	8	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Welder	8	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Pipefitter	400	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$

TOTAL "TABLE B-3B"

\$ _____

Table B-4B – Labor for as and when needed – minor construction work – Boucherville (Overtime rate)

The hourly rates below include the cost of all forms of overhead and all forms of transportation and include all forms of profit for labour; it is agreed that the first hour worked will be paid at the overtime regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **overtime hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Hrs per year (Estimate) "H"	Contract "year 1" A	OPTION "year 2" B	OPTION "year 3" C	Total cost H*(A+B+C)
Class C electrician	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Labourer	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Project coordinator	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Maintenance mechanic	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Refrigeration mechanic	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Plumber	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Carpenter	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Welder	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$
Pipefitter	4	\$ ____/ h	\$ ____/ h	\$ ____/ h	\$

TOTAL "TABLE B-4B"

\$ _____

Table B-5B – Materials, subcontracting and overhead - Boucherville

The following are the materials and subcontracting estimates as well as overhead costs, including all forms of administration and profit, billed for the two (2) years of the contract and the one (1) one-year extension option for **materials and services subcontracted** by the contractor.

Cost per year (Estimate) P	CONTRACT "year 1" OVERHEAD %	CONTRACT "year 2" OVERHEAD %	OPTION "year 3" OVERHEAD %	Total cost P*4+P*(A+B+C)
	A	B	C	
MATERIALS	_____ %	_____ %	_____ %	\$
\$50,000.00				
SUBCONTRACTING	_____ %	_____ %	_____ %	\$
\$150,000.00				

TOTAL "TABLE B-5B" \$ _____

Table B-6B - Total costs of all the service required in this contract for Boucherville

The following total cost will be used for the purpose of evaluation of the bid price.

Total Table B-1B	\$
Total Table B-2B	\$
Total Table B-3B	\$
Total Table B-4B	\$
Total Table B-5B	\$
Grand Total BOUCHERVILLE (B1B+B2B+B3B+B4B+B5B)	\$

Table B-7 - Total costs of all the service required in this contract for **Royalmount and **Boucherville****

Le coût total servira à évaluer le prix proposé.

Total Table B-6A ROYALMOUNT	\$
Total Table B-6B BOUCHERVILLE	\$
Grand Total CNRC ROYALMOUNT + BOUCHERVILLE	\$

TABLE B-1C – Labour for regular maintenance - Saguenay (regular hours)

The hourly rates below include the cost of all forms of overhead, transportation and profit for labor; it is agreed that the first hour worked will be paid at the regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **regular hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Estimated Hrs per year “H”	CONTRACT “year 1” A	CONTRACT “year 2” B	OPTION “year 3” C	Total cost H*(A+B+C)
Maintenance plumber	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance electrician	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance mechanic	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Laborer	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$

TOTAL “TABLE B-1C” \$ _____

TABLE B-1D – Labour for regular maintenance - Decelles (regular hours)

The hourly rates below include the cost of all forms of overhead, transportation and profit for labor; it is agreed that the first hour worked will be paid at the regular rate for the regular work schedule and that NRC will pay only for hours worked on site. The following are the **regular hourly rates** for the two (2) years of the contract and the one (1) one-year extension option.

TRADE	Estimated Hrs per year "H"	CONTRACT "year 1" A	CONTRACT "year 2" B	OPTION "year 3" C	Total cost H*(A+B+C)
Maintenance plumber	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance electrician	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Maintenance mechanic	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$
Laborer	By request	\$ ___/ h	\$ ___/ h	\$ ___/ h	\$

TOTAL "TABLE B-1D" \$ _____



THIS AGREEMENT made under the laws of the Province of _____, Canada.

BETWEEN: NATIONAL RESEARCH COUNCIL OF CANADA (called "NRC")

whose head office address is:

1200 Montreal Road

Ottawa, Ontario K1A 0R6

AND: _____ (called the "**Borrower**")

A corporation under the laws of _____

whose address is: _____

WHEREAS:

- (a) NRC may make loans of public property, according to the Public Property Loan Regulations, Order-in-Council P.C. 1992-2596, dated 14 December 1992 [SOR/92-745].
- (b) NRC may also make gratuitous loans of public property to certain types of borrowers according to the N.R.C. Sales and Loans Regulations, Order-in-Council P.C. 1981-1335, dated 21 May 1981 [SOR/81-403].
- (c) NRC is of the opinion that the loan of this equipment will contribute to the achievement of NRC's programs and will not interfere with the normal delivery of NRC's services.

IN CONSIDERATION OF the following mutual promises, terms and conditions, the Parties agree as follows:

1. LOAN BY NRC

1.1 NRC lends to the Borrower the public property (called the "**Equipment**") identified as follows:

See Schedule of Equipment Appendix A Table A-1



- 1.2 NRC makes this loan in order to assist researchers needs to modify components or laboratory setups by the Borrower's personal under the maintenance and minor construction contract.
- 1.3 The net book value of the Equipment is approximately zero Dollars (\$ 0), based on depreciation from a value of \$ in 1985.
- 1.4 The Equipment will be handed over to the Borrower at the start of the new contract, and must be returned at the end of the loan to, NRC's premises at the same location at the end of the contract These equipment shall remain on the site for the duration of the contract.

2. DURATION OF THE LOAN

- 2.1 The duration of the loan is one year (renewable) beginning October 1st 2015.

3. RENTAL PAYMENT BY THE BORROWER

- 3.1 The Borrower will pay NRC five dollars (\$5) per contract period,
- 3.2 The Borrower must also pay additional amounts, on a pro-rata basis, if the Equipment is not returned as scheduled. No abatement of debt incurred, and no refund of amounts paid, is allowed in case of the Borrower's voluntary early return of the Equipment.

4. PERFORMANCE OBLIGATIONS OF THE BORROWER

- 4.1 Before taking possession of the Equipment, the Borrower must examine it and must sign a "**STATEMENT OF CONDITION**", specifying every respect in which it is not in good and normal condition allowing for wear and tear. If it has no defects, a signature (on NRC's copy) in the place provided for that purpose at the end of this Agreement will suffice.
- 4.2 At the end of the loan, the Borrower must return the Equipment at the Borrower's own cost, in the same condition
-



in which it was delivered to the Borrower, fair wear and tear excepted.

- 4.3** The Borrower must pay directly all costs associated with the loan until the Equipment is returned to NRC. Those costs include, but are not limited to, the costs of insuring, transporting, packing, installing, removing, operating, and maintaining.

NRC will pay the costs for repairs needed due to fair wear and tear of the Equipment.

- 4.4** The Borrower must put the Equipment to use for the purpose described above, and must not use the Equipment for any other purpose without the further written consent of NRC.

- 4.5** The Borrower must protect, maintain, clean and repair the Equipment as a prudent owner would.

- 4.6** The Borrower may not modify the Equipment without written approval from NRC. If the Equipment is modified, unless NRC in writing agrees otherwise, the Borrower must restore it to the condition in which it was delivered to the Borrower before returning it to NRC.

- 4.7** The Borrower must permit and facilitate inspection of the Equipment by NRC at any reasonable time while it is in the possession of the Borrower.

- 4.8** The Borrower must not cause or permit the Equipment to be made the subject of any claim, lien or encumbrance.

5. INDEMNITY BY THE BORROWER

- 5.1** The Borrower indemnifies and saves harmless Her Majesty, NRC, and their employees and agents, in respect of all claims, demands and costs of any kind that they or any other person may suffer resulting from the Borrower's possession or use of the Equipment, whether arising from negligence of NRC or otherwise.

- 5.2** The Borrower indemnifies NRC for costs incurred in recovering possession of the Equipment if it is not returned to NRC according to the terms of this Agreement.

6. ENTRY INTO FORCE AND TERMINATION



- 6.1** This Agreement enters into force immediately when it is signed by both Parties.
- 6.2** The Borrower may terminate the loan at any time by giving two weeks' written notice to NRC and returning the Equipment according to the terms of this agreement.
- 6.3** NRC may terminate the loan at any time, or may require the temporary return of the Equipment to NRC, upon giving reasonable notice to the Borrower.
- 6.4** NRC may terminate the loan at any time if the Borrower breaches a term of this agreement and fails to correct the breach within thirty days after receipt of written notice from NRC.
- 6.5** This agreement terminates forthwith if the Borrower takes the benefit of any statute relating to winding up, bankruptcy, insolvency, or orderly payment of debts.
- 6.6** Termination does not prejudice accrued rights of either Party.

7. GENERAL TERMS AND CONDITIONS

- 7.1** This Agreement supersedes all prior communications, negotiations and agreements, written or oral, concerning this loan. No amendment or waiver of this agreement is effective unless it is in writing, signed by both Parties, referring specifically to this Agreement. No forbearance by a Party implies any broader, continuing, or future forbearance. If a court finds part of this agreement invalid, the remainder is valid in accordance with its most reasonable interpretation.
- 7.2** This Agreement is personal to the Parties, so that no assignment or assumption by a corporation formed by amalgamation with a Party is valid except by written consent of all Parties.
- 7.3** The Borrower warrants:
- (a) that none of its directors, or employees is a person who is employed by NRC, or is a person that was previously employed by NRC in a position classified in the MG category that accepted employment with the Borrower within one year after leaving the employment of NRC or was otherwise not in compliance with the governmental



Conflict of Interest and Post-Employment Code,

- (b) that it, including its Directors, officers, employees or agents, has made no material misrepresentation, whether by omission or commission, with a view to the obtaining of this Agreement,
- (c) that it has not given, offered or agreed to give or offer to any NRC employee or to any family member or to any other persons for the benefit of the NRC employee, a reward or benefit of any kind; and
- (d) that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a commission, percentage, brokerage or contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person.

7.4 Any notice related to this Agreement, including a notice of change of address, must be sent to the addresses stated at the beginning of this agreement, either by registered mail, which is deemed to be effective notice five days after mailing, or by courier or facsimile, which are effective notices only when acknowledged by a courier's delivery receipt or by a specific return facsimile transmission.

7.5 Counterpart and Facsimile Execution: This Agreement may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one valid and binding Agreement. A facsimile copy or portable document format (PDF) copy of an executed counterpart signature page will be as valid as an originally executed counterpart for purposes of signing this Agreement.

SIGNED by the Borrower in duplicate at _____, _____, Canada

COMPANY NAME

Date: _____

Per : _____

Print Name and title: _____

SIGNED by NRC in duplicate at _____, _____:Canada

NATIONAL RESEARCH COUNCIL CANADA

Date: _____

Per : _____

Print Name and title: _____



BORROWER ALSO SIGNS IF INDICATING EQUIPMENT HAS NO DEFECTS: _____

For Internal Use of NRC Only: To be completed by RPPM Material Management before this Agreement is signed by the Borrower.

Loan of NRC Property Agreement, including Schedule of Equipment, reviewed by RPPM Material Management and Equipment properly identified and recorded in NRC's information management system.

Date: _____

Per: _____

Print Name and title: _____,

RPPM Material Management

NRC Contact information: _____ (identify Portfolio or Branch)

_____ (print name of contact)

_____ (telephone)